



BULKY DOCUMENTS

(Exceeds 300 pages)

Proceeding/Serial No: 91177036

Filed: 03-24-2010

Title: Opposer's Notice of Reliance

Part 1 of 2

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March 24, 2010

TTAB

Box ITU FEE
Commissioner for Patents
P.O. Box 1451
Alexandria, VA 22313-1451

Re: Submission of Notice of Reliance in Opp. No. 91177036
Applicant: Mujahid Ahmad
Opposer: Nationstar Mortgage LLC.
Mark: **NATIONSTAR (App. No. 78/866,376)**
Our Ref: 0055673-000033

Dear Sir:

Enclosed please find the following documents in connection with the above-referenced Opposition:

1. Opposer's Notice of Reliance;
2. A Return-Addressed Post Card acknowledging receipt of this Notice.

Please charge any required filing fee for the above filing to the undersigned's Deposit Account No. 02-4800.

Please address any inquiries in this matter to the undersigned at the above address.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. Lloyd Smith".

S. Lloyd Smith
Jennifer M. D'Angelo

SLS:JMD:cmk
Enclosures

03-24-2010

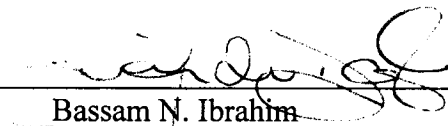
U.S. Patent & Trademark Office Page 01 of 03

6. Opposer's Trademark Application Serial No. 78/872,148, which is relevant to the issues of (1) Applicant's intent in filing Trademark Application Serial No. 78/866,376 and (2) priority and likelihood of confusion.

7. Opposer's Trademark Application Serial No. 78,871,883, which is relevant to the issues of (1) Applicant's intent in filing Trademark Application Serial No. 78/866,376 and (2) priority and likelihood of confusion.
8. Applicant's Trademark Application Serial No. 77,195,561, which is relevant to the issues of (1) Applicant's intent in filing Trademark Application Serial No. 78/866,376 and (2) priority and likelihood of confusion.
9. GoDaddy.com WHOIS search results from March 18, 2010 for the domain names nationstarbroker.com, nationstardirect.com, nationstardirect.net, nationstarfunding.com, nationstarfunding.net, nationstarhome.com, nationstarhome.net, nationstarhomelending.com, nationstarhomelending.net, nationstarhomeloans.com, nationstarhomeloans.net, nationstarlending.com, nationstarlending.net, nationstarloans.com, nationstarloans.net, nationstarmtg.com, nationstarmtg.net, yournationstar.com, and yournationstar.net (NSM00032-69). The WHOIS search results are relevant to the issues of priority and likelihood of confusion.
10. The Internet Archive Way Back Machine search results for the website <http://nationstarmortgage.com>, dated March 18, 2010 (NSM00070-93). The Internet Archive Way Back Machine search results are relevant to the issue of Applicant's alleged use of the opposed mark in commerce.
11. DomainTools Reverse WHOIS search results, dated March 22, 2010 (NSM 00139-41). The Reverse WHOIS search results are relevant to the issue of Applicant's alleged use of the opposed mark in commerce.

Respectfully submitted,

NATIONSTAR MORTGAGE, LLC.

By 

Bassam N. Ibrahim

S. Lloyd Smith

Jennifer M. D'Angelo

Attorneys for Opposer

Buchanan Ingersoll, P.C.

P.O. Box 1404

Alexandria, VA 22313-1404

(703) 836-6620

Date: March 24, 2010

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **NOTICE OF RELIANCE** was served
this 24th day of March, 2010 by first-class mail, postage prepaid, on:

PATRICK I. REA
TAYLOR & REA, PLC
3925 OLD LEE HWY STE 200
FAIRFAX, VA 22030



Christine Kerff

EXHIBIT 1

These interrogatories shall be deemed to be continuing to the fullest extent permitted by the Rules and Applicant shall timely provide Opposer with any supplemental answers and additional information responsive to these interrogatories which becomes available to Applicant at a later date.

DEFINITIONS AND INSTRUCTIONS

Opposer's interrogatories and document requests are subject to the definitions set forth below:

A. The term "document" shall be construed in its broadest permissible sense, as defined in Federal Rules of Civil Procedures 34(a)(1), including but not limited to all means of conveying, storing, or memorializing information, including all writings of any kind, whether in paper or other tangible form or in electronic form, the original and all copies (when different from originals by reasons of notation made on such copies or otherwise) and all drafts of letters, telegrams, memoranda, reports, calendar or diary entries, promotional or advertising materials, emails, recorded voice mail messages, scanned documents, discovery responses in any proceeding, deposition or trial transcripts, accounting and financial records of any kind, proposals, contracts (including but not limited to all amendments and exhibits thereto), notes, instructions, manuals, schedules, telephone inquiries, long distance telephone bills and records, tabulations, programs, discs, tapes, minutes and records of meetings, conferences or transcriptions thereof in the possession, custody or control of you and your officers, employees, attorneys or agents.

B. If Applicant refuses to identify and/or produce any document(s) based upon a claim of confidentiality, privilege, or work product immunity, Applicant shall, in log form, (i) identify each document by its author, intended recipient(s), the date of the document, and its general subject matter, and (ii) set forth for each withheld document the particular basis for the refusal of production.

C. As used herein, the term “regarding” means relating or referring to, incorporating, comprising, touching upon, indicating, evidencing, affirming, denying, concerned with, relevant to, or likely to lead to admissible evidence concerning.

D. As used herein, the term “Opposer’s Mark” shall refer to the NATIONSTAR MORTGAGE trademark as used by Opposer and its predecessors.

E. As used herein, the phrase “Opposer’s Services” shall refer to mortgage lending services and any other services from Opposer in association with which Opposer’s Mark is actually used.

F. As used herein, the term “Applicant’s Mark” shall mean the NATIONSTAR mark as set forth in Serial No. 78/866,376 and any mark or name considered, adopted and/or used by Applicant which incorporates in whole or part the term NATIONSTAR, or any similar variations thereof in sound, appearance, meaning, or commercial impression.

G. As used herein, the phrase “Applicant’s Services” shall refer to those services which are identified in connection with Applicant’s Mark and recited in Applicant’s Serial No. 78/866,376, namely, “real estate brokerage; rental of real estate; real estate management services, namely, management of commercial and residential properties; real estate investment; residential and commercial property and insurance brokerage; mortgage brokerage; and business finance procurement,” as well as any additional goods or services which are, or are intended to be, offered, manufactured, promoted, advertised, rendered and/or sold in connection with Applicant’s Mark.

H. With respect to each person mentioned in your answers to these interrogatories, please set forth both home and business addresses, the person's business affiliation and home and business telephone numbers.

I. The singular form of a word should be construed in the plural and the plural in the singular whenever necessary to bring within the scope of an interrogatory any information which otherwise might be construed to be outside its scope.

J. "And" as well as "or" shall be construed either disjunctively or conjunctively whenever necessary to bring within the scope of an interrogatory any information which might otherwise be construed to be outside its scope.

K. "Each" shall be construed to include the word "every" and "every" shall be construed to include the word "each" wherever necessary to bring within the scope of an interrogatory any information which might otherwise be construed as outside its scope.

L. When exact information is neither known nor readily obtainable, provide the most exact approximation of the information requested.

M. The terms "Applicant," "you" or "your" shall refer to Mujahid Ahmad and to the companies with which he is affiliated that are relevant to this proceeding, including but not limited Nationstar Mortgage, Inc. and First American Real Estate. Those terms shall also include each of Mr. Ahmad's and Nationstar Mortgage, Inc.'s employees, representatives, licensees, agents, partners, successors, attorneys and to any person who assisted in obtaining information for or on behalf of Mujahid Ahmad.

N. The term "person" shall refer to any individual, corporation, partnership, company, association, or any other legal entity.

O. The term "identify," "identity," or "identification" when used in reference to a person means to state his or her full name, if known, and his or her present or last known position and business affiliation and his or her last known home and business address.

P. The terms "identify," "identity," or "identification" when used in reference to a document, means to state the type of document (e.g., letter, contract, memorandum, report, email, application, etc.); the date the document was created; the person who prepared the document; the document's present location; and the name and address of the document's custodian. If any such document was, but is no longer, in your possession, custody or subject to your control, state what disposition was made of the document and when and the reason for such disposition.

Q. The terms "identify," "identity," or "identification" when used in reference to an oral communication means to state the existence of the oral communication, the persons who participated therein, the date thereof, and a full description of the communication.

R. The term "concerning" shall mean constituting, referring to, relating to, reflecting or evidencing.

S. The present tense shall include the past tense and vice versa.

T. The term "communication" shall mean the transmittal of information in any form whatsoever.

U. Where knowledge or information is requested, such request includes knowledge of Mujahid Ahmad and each of his employees, representatives, licensees, agents, partners, successors, any person who assisted in obtaining information for or on behalf of Mujahid Ahmad, and, unless privileged, attorneys.

V. When an interrogatory requests the identification of a specific date, provide an approximate date if the exact date is not known and indicate that it is an approximate date.

INTERROGATORIES

Interrogatory No. 1

With respect to Applicant, identify each person employed by and/or in business with Applicant and each of said entities holding the following positions or titles (or their equivalent, if different titles are used):

- A. President;
- B. Owners;
- C. Partners (of any type);
- D. Investors;
- E. Mortgage Brokers;
- F. Sales Brokers;
- G. Real Estate Brokers; and
- H. Realtors.

Interrogatory No. 2

Set forth fully all facts, circumstances, dates and events concerning the origination, development, selection, and adoption, including but not limited to the persons involved therein, of Applicant's Mark.

Interrogatory No. 3

Set forth fully all facts, circumstances and events concerning the first use in the United States, including but not limited to the persons involved therein, of Applicant's Mark for Applicant's Services as well as for any other product or service in connection with which Applicant has used and/or intends to use any or all of Applicant's Mark.

Interrogatory No. 4

Identify and describe each distinct product and service that is being, has been, or is intended to be marketed, offered, shipped, sold, or rendered in connection with any or all of Applicant's Mark.

Interrogatory No. 5

Identify all current and former licensees of Applicant concerning Applicant's Mark, and for each specify the products and/or services in connection with which the licensee was granted the right to use Applicant's Mark.

Interrogatory No. 6

State the total volume of annual sales (in units and equivalent dollar value) of all of Applicant's Services from the claimed date of first use to the present.

Interrogatory No. 7

Describe the manner and extent of past, current and intended advertising, promoting, and offering for sale of each of Applicant's Services in association with Applicant's Mark, including but not limited to the media used and the class(es) of customers to whom advertising and promotional materials are or will be directed.

Interrogatory No. 8

Identify all advertising agencies, public relations firms, and other businesses or persons whom Applicant has at any time employed, hired or retained in connection with the advertising and/or promotion of Applicant's Services associated with Applicant's Mark.

Interrogatory No. 9

Specify, by year as well as by location, the dollar amounts spent by Applicant to advertise and promote Applicant's Services associated with Applicant's Mark.

Interrogatory No. 10

A. Describe all the trade channels, including but not limited to licensees, franchisors, and retail outlets, and, if applicable, the departments therein, in which each of Applicant's Services are or have been offered, marketed, sold and/or rendered in association with Applicant's Mark.

B. Indicate the geographical areas, by individual state, in which Applicant's Services are or have been offered and sold and the dates of such sales.

Interrogatory No. 11

Identify and describe the class(es) of purchasers, users, and ultimate customers to whom each of Applicant's Services are promoted, sold and distributed in association with Applicant's Mark.

Interrogatory No. 12

Identify all present, former and prospective sales representatives, agents, associates, and licensees of Applicant's Services offered in connection with Applicant's Mark.

Interrogatory No. 13

Describe Applicant's current or former business relationship with and knowledge of each of the following persons and entities: First American Real Estate, Metropolitan Regional Information Systems, Inc., National Association of Mortgage Brokers, National Association of Realtors, or any of their current or former employees or contractors.

Interrogatory No. 14

Identify all litigation, arbitration, United States Patent and Trademark Office proceedings, or other adversary proceedings involving the Applicant, whether past or present, concerning Applicant's Mark or Applicant's ownership, title, right to use or right to register Applicant's Mark in the United States.

Interrogatory No. 15

Identify each person or entity against which Applicant has asserted a claim or which has asserted a claim against Applicant pertaining in any way to Applicant's Mark and identify the mark or name used by that person or entity, and the goods, services or business in connection with which the mark or name was used. For purposes of this Interrogatory, a claim shall be defined as a demand that a person or entity cease its use, or modify its use, of a mark or name alleged to be confusingly similar to Applicant's Mark in the United States, and which has not resulted in litigation or other adversary proceeding.

Interrogatory No. 16

If Applicant has ever received an opinion concerning its right to adopt, use or register Applicant's Mark in the United States, or to prevent third parties from adopting, using or registering in the United States any name or mark alleged to be confusingly similar to Applicant's Mark, identify:

- A. All persons with knowledge of facts connected therewith, describing their respective areas of knowledge; and
- B. All third parties and/or names referred to or involved therein.

Interrogatory No. 17

If Applicant has contacted, been contacted by, spoken with or otherwise communicated with any third parties concerning the subject matter of this proceeding, identify said third parties and describe the nature of said communications.

Interrogatory No. 18

State all facts and identify all documents and tangible things which support Applicant's denial of any of the allegations of the Notice of Opposition.

Interrogatory No. 19

State all facts and identify all documents and tangible things which support Applicant's Answer and Applicant's stated Affirmative Defenses within its Answer.

Interrogatory No. 20

Describe when and how Applicant first became aware of Opposer, Opposer's NATIONSTAR MORTGAGE Marks, and/or the services offered by Opposer.

Interrogatory No. 21

Identify and describe each of the services offered by Applicant under Applicant's Mark from Applicant's claimed date of first use through the present.

Interrogatory No. 22

Identify all other entities that have provided, are providing or that Applicant believes may provide in the future, Applicant's Services.

Interrogatory No. 23

State the bases for Applicant's following statements made in the application document and subsequent documents that Applicant filed with the U.S. Patent and Trademark Office to register Applicant's Mark:

- A. "Applicant is using the mark [NATIONSTAR] in commerce on or in connection with the above-identified goods/services" (statement in the initial application);

- B. "... he/she believes applicant to be entitled to use such mark [NATIONSTAR] in commerce ..." (initial application);
- C. "... to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified [NATIONSTAR] mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive ..." (initial application);
- D. "... [Mr. Ahmad] believes [himself] to be the owner of [Applicant's NATIONSTAR Mark] sought to be registered" (initial application);
- E. "The substitute specimens were in use in commerce at least as early as the filing date of the application." (in the declaration dated October 16, 2006);
- F. "The mark was first used at least as early as April 4, 2005 and first used in commerce as least as early as April 4, 2005, and is now in such use in such commerce." (In the Application filed with signed declaration dated April 20, 2006).

Interrogatory No. 24

Since the claimed date of first use of Applicant's Mark to the present, describe Applicant's involvement with the business development of Applicant's Services offered by Applicant under Applicant's Mark.

Interrogatory No. 25

Since the claimed date of first use of Applicant's Marks to the present, describe the process by which Applicant completes sales of Applicant's Services offered by Applicant under any or all of Applicant's Marks.

Interrogatory No. 26

Identify all periods of non-use of each of Applicant's Marks, including the length of each period and the reasons therefor. For purposes of this Interrogatory, "non-use" shall refer to the absence of sales in the normal course of trade to *bona fide* customers of Applicant's Services in connection with Applicant's Marks.

Interrogatory No. 27

Describe the extent and nature of advertising of Applicant's services under any and all of Applicant's Mar

Interrogatory No. 28

Identify all information regarding Applicant's application for and registration of the domain names www.nationstarmortgage.com and www.nationstarmortgage.net.

Interrogatory No. 29

Concerning each document or tangible thing otherwise responsive to any interrogatory or document request which has been lost or destroyed since its preparation or receipt, identify for each document or tangible thing the following:

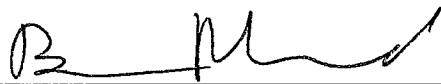
- A. The interrogatory or request to which it would be responsive;

- B. The circumstances whereby the document or tangible thing was lost or destroyed;
and
- C. The identity of all persons having knowledge of such loss or destruction.

Interrogatory No. 30

Identify all persons who prepared, assisted in the preparation of or provided information or documents for the answers to Opposer's interrogatories, indicating for each such person, each separate answer which he or she prepared, assisted in the preparation of or otherwise provided the information for.

NATIONSTAR MORTGAGE LLC

By 
Bassam N. Ibrahim
Bryce J. Maynard
Jennifer L. Williston
Attorneys for Opposer

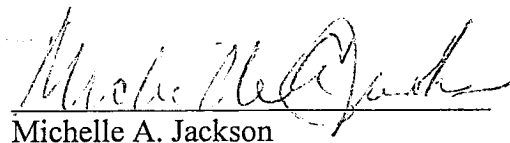
Date: July 23, 2007

BUCHANAN INGERSOLL & ROONEY, PC
1737 King Street
Alexandria, VA 22314-2727
Telephone: 703-836-6620
Facsimile: 703-836-2021

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing OPPOSER'S FIRST SET OF INTERROGATORIES TO RESPONDENT was served this 23rd day of July, 2007 by first-class mail, postage prepaid, on:

Stephanie Morris Carmody
Rachel M. Marmer
Step toe & Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036


Michelle A. Jackson

NATIONSTAR MORTGAGE LLC.

y.

MUJAHID AHMAD,

Applicant.

Opposition No. 91177036

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Mujahid Ahmed (“Applicant”), responds and objects to the First Set of Interrogatories (the “Interrogatories”) served by Opposer, Nationstar Mortgage LLC, dated July 23, 2007, as follows.

Applicant makes the objections and responses herein (collectively, the “Responses”) based solely on its current knowledge, understanding, and belief as to the facts and the information available to it as of the date of the Responses. The Responses are given without prejudice to Applicant’s right to produce subsequently discovered information and to introduce such subsequently discovered information at the time of any trial in this action.

Applicant does not waive any objection made in these Responses. Applicant does not waive any claim of privilege, whether expressly asserted or not, by providing any information or identifying any document or thing in response to the Interrogatories. The inadvertent disclosure of such information or the inadvertent identification or production of any document shall not

constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant.

GENERAL OBJECTIONS

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Interrogatory. In addition to these General Objections, Applicant has stated specific objections to Interrogatories where appropriate, including objections that are not generally applicable to all Interrogatories. Applicant's specific objections to any of the Interrogatories do not preclude, supersede, or withdraw any of the general Objections to that Interrogatory.

Applicant objects to the Interrogatories to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

Fed. R. Civ. P. 26(b)(1) and the Trademark Rules preclude discovery beyond matters relevant to the claims or defenses of the parties. Accordingly, Applicant objects to the Interrogatories to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Applicant objects to the Interrogatories to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Opposer from some other source.

Applicant objects to the Interrogatories to the extent that they call for information that is not known by or reasonably available to Applicant.

Applicant objects to each Interrogatory to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rule of Civil Procedure and the Trademark Rules.

Applicant objects to each Interrogatory to the extent that it is vague, ambiguous, overbroad, unduly burdensome, and/or fails to reasonably identify the information sought, or prematurely calls for a legal conclusion.

Applicant reserves the right to assert additional and further objections to the Interrogatories to the extent that Applicant's production of documents or information in this action reveals that such additional and further objections are appropriate.

In responding to the Interrogatories, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY RESPONSES

INTERROGATORY NO. 1:

With respect to Applicant, identify each person employed by and/or in business with Applicant and each of said entities holding the following positions or titles (or their equivalent, if different titles are used):

- A. President;
- B. Owners;
- C. Partners (of any type);
- D. Investors;
- E. Mortgage Brokers;
- F. Sales Brokers;
- G. Real Estate Brokers; and
- H. Realtors.

RESPONSE TO INTERROGATORY NO. 1:

- A. President: Mujahid Ahmad
2001 North Daniel St.

Apartment #101
Arlington, VA 22201

- B. Owners: Mujahid Ahmad
- C. Partners (of any type): n/a
- D. Investors: n/a
- E. Mortgage Brokers: Mujahid Ahmad
- F. Sales Brokers: Mujahid Ahmad
- G. Real Estate Brokers: n/a
- H. Realtors: Mujahid Ahmad

INTERROGATORY NO. 2:

Set forth fully all facts, circumstances, dates and events concerning the origination, development, selection, and adoption, including but not limited to the persons involved therein, of Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 2:

Applicant objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as it requests "all facts, circumstances, dates and events" and on the ground that it is vague and incapable of precise determination to the extent it requests information on the "origination" and "development" of Applicant's Mark.

Subject to and without waiving the foregoing objections, during or before December 2004, Applicant personally searched the Network Solutions website for available domain names. Applicant personally entered his own ideas for domain names, all of which were not available. The Network Solutions website provided "Recommended Available Domain Names," two of which were nationstarmortgage.com and nationstarmortgate.net. Based upon this, Applicant chose the mark NATIONSTAR and the tradename Nationstar Mortgage and began to advertise and promote Applicant's Services under this mark and tradename. No other

persons were involved in the origination, development, selection or adoption of the NATIONSTAR mark.

INTERROGATORY NO. 3:

Set forth fully all facts, circumstances and events concerning the first use in the United States, including but not limited to the persons involved therein, of Applicant's Mark for Applicant's Services as well as for any other product or service in connection with which Applicant has used and/or intends to use any or all of Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 3:

Applicant objects to this Interrogatory on the grounds that it is vague and unclear as to the facts it seeks. Subject to and without waiving the foregoing objections, during or before December 2004, Applicant personally began to use the mark NATIONSTAR to advertise and promote Applicant's Services. Applicant sent written correspondence to potential clients, distributed and posted flyers and business cards and verbally promoted Applicant's Services under the NATIONSTAR mark. In response to Applicant's promotion and advertising under the NATIONSTAR mark, Applicant assisted clients in all aspects of the purchase of real estate and obtaining loans and related insurance. For example, in February 2005, Applicant assisted Abid Hussain in purchasing a home located at 7724 Camp Alger Ave., Falls Church, VA 22042. Working with a licensed real estate broker and mortgage broker, Applicant served as Mr. Hussain's real estate agent, prescreened and prequalified his financial situation, assisted him in securing a mortgage loan with World Savings through SAI Mortgage, Inc., and assisted and advised him in obtaining title and hazard insurance. The settlement for this sale was completed on March 24, 2005. Applicant has continued to advise and consult with Mr. Abid and has performed comparative market analysis for his current residence and investment property.

INTERROGATORY NO. 4:

Identify and describe each distinct product and service that is being, has been, or is intended to be marketed, offered, shipped, sold, or rendered in connection with any or all of Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 4:

Applicant objects to this Interrogatory on the ground that it is not relevant or reasonably calculated to lead to the discovery of admissible evidence to the extent it requests information on products and services "intended" to be sold or marketed.

Subject to and without waiving the foregoing objections, Applicant provides and will provide services related to the real estate industry in connection with his mark NATIONSTAR. Such services include consulting, advising and assisting with the purchase and sale of real estate, securing mortgage loans, refinancing loans, and managing rental property.

INTERROGATORY NO. 5:

Identify all current and former licensees of Applicant concerning Applicant's Mark, and for each specify the products and/or services in connection with which the licensee was granted the right to use Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 5:

1. Mortgage Broker License (VA)
2. Mortgage Broker License (MD)
3. Mortgage Broker License (DC)
4. Real Estate License (VA)
5. Real Estate License (MD)
6. Real Estate License (DC)

INTERROGATORY NO. 6:

State the total volume of annual sales (in units and equivalent dollar value) of all of Applicant's Services from the claimed date of first use to the present.

RESPONSE TO INTERROGATORY NO. 6:

Between January and December 2005, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$4,164,900 worth of real estate. Such sales resulted in payment of \$72,433.37 to Applicant. Between January and December 2006, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$872,000 worth of real estate. Such sales resulted in payment of \$22,928 to Applicant. Between January 2007 and the present, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$1,050,000 worth of real estate.

INTERROGATORY NO. 7:

Describe the manner and extent of past, current and intended advertising, promoting, and offering for sale of each of Applicant's Services in association with Applicant's Mark, including but not limited to the media used and the class(es) of customers to whom advertising and promotional materials are or will be directed.

RESPONSE TO INTERROGATORY NO. 7:

Applicant objects to this Interrogatory on the ground that it is irrelevant and unlikely to lead to the discovery of admissible evidence to the extent it requests information about "intended advertising" and classes of customers to whom advertising and promotions "will be directed." Applicant further objects to this Request on the ground that it is vague as it requests information on "class(es)" of customers.

Subject to and without waiving the foregoing objections, advertising and promotion are conducted through word of mouth, referrals, written communications to potential clients, flyers, business cards and Applicant's website. Applicant's advertising and promotional materials are directed to everyone interested in real estate services in Virginia, Maryland and Washington, DC.

INTERROGATORY NO. 8:

Identify all advertising agencies, public relations firms, and other businesses or persons whom Applicant has at any time employed, hired or retained in connection with the advertising and/or promotion of Applicant's Services associated with Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 8:

Applicant has not employed, hired or retained any advertising agencies, public relation firms or other business or persons.

INTERROGATORY NO. 9:

Specify, by year as well as by location, the dollar amounts spent by Applicant to advertise and promote Applicant's Services associated with Applicant's Mark.

RESPONSE TO INTERROGATORY 9:

In 2005, Applicant spent approximately \$280 printing business cards bearing the NATIONSTAR mark to promote Applicant's Services. In addition, between December 2004 and the present, Applicant has spent approximately \$50 copying flyers bearing the NATIONSTAR mark to promote Applicant's Services. Applicant spent \$149.94 to register the domain names www.nationstarmortgage.com and www.nationstarmortgage.net for a three year term. All other promotional work was conducted by Applicant personally and cannot accurately be valued in dollar amounts.

INTERROGATORY NO. 10:

A. Describe all the trade channels, including but not limited to licensees, franchisors, and retail outlets, and, if applicable, the departments therein, in which each of Applicant's Services are or have been offered, marketed, sold and/or rendered in association with Applicant's Mark.

B. Indicate the geographical areas, by individual state, in which Applicant's Services are or have been offered and sold and the dates of such sales.

RESPONSE TO INTERROGATORY NO. 10:

A. Applicant's services have been advertised and promoted generally to everyone interested in real estate services in Virginia, Maryland and Washington, D.C.

B. Applicant's Services have been advertised and promoted in Virginia, Maryland and Washington, D.C. Applicant has continuously provided Applicant's Services, including consulting and advising under the NATIONSTAR mark since December 2004 to the present in Virginia, Maryland and Washington, D.C. Settlements resulting from Applicant's Services were completed on March 24, 2005, February 10, 2005, April 7, 2005, April 11, 2005, July 12, 2005, July 25, 2005, August 9, 2005, August 15, 2005, September 27, 2005, August 16, 2006, September 15, 2006 and February 23, 2007.

INTERROGATORY NO. 11:

Identify and describe the class(es) of purchasers, users, and ultimate customers to whom each of Applicant's Services are promoted, sold and distributed in association with Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 11:

Applicant objects to this Interrogatory on the ground that it is vague as it asks for "class(es)" of purchasers, users and "ultimate" customers.

Subject to and without waiving the foregoing objections, Applicant has promoted and sold his services to individuals interested in real estate services in Virginia, Maryland and Washington, D.C.

INTERROGATORY NO. 12:

Identify all present, former and prospective sales representatives, agents, associates, and licenses of Applicant's Services offered in connection with Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 12:

Applicant objects to this Interrogatory on the ground that it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information concerning "prospective sales."

Subject to and without waiving the foregoing objections, there are no other present, former or known prospective sales representatives, agents, associates or licensees of Applicant's services offered in connection with Applicant's Mark other than the Applicant.

INTERROGATORY NO. 13:

Describe Applicant's current or former business relationship with and knowledge of each of the following persons and entities: First American Real Estate, Metropolitan Regional Information Systems, Inc., National Association of Mortgage Brokers, National Association of Realtors, or any of their current or former employees or contractors.

RESPONSE TO INTERROGATORY NO. 13:

Applicant worked for First American Real Estate as an independent contractor. Applicant is a member of the Metropolitan Regional Information Systems, Inc. and the National Association of Realtors. Applicant has knowledge of but no relationship with the National Association of Mortgage Brokers.

INTERROGATORY NO. 14:

Identify all litigation, arbitration, United States Patent and Trademark Office proceedings, or other adversary proceedings involving the Applicant, whether past or present, concerning Applicant's Mark or Applicant's ownership, title, right to use or right to register Applicant's Mark in the United States.

RESPONSE TO INTERROGATORY NO. 14:

Applicant objects to this Interrogatory on the ground that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Applicant is not aware of any litigation, arbitration, United States Patent and Trademark office proceeding, or other adversary proceeding, other than this proceeding, concerning Applicant's Mark or Applicant's ownership, title, right to use or right to register Applicant's Mark in the United States.

INTERROGATORY NO. 15:

Identify each person or entity against which Applicant has asserted a claim or which has asserted a claim against Applicant pertaining in any way to Applicant's Mark and identify the mark or name used by that person or entity, and the goods, services or business in connection with which the mark or name was used. For purposes of this Interrogatory, a claim shall be defined as a demand that a person or entity cease its use, or modify its use, or a mark or name alleged to be confusingly similar to Applicant's Mark in the United States, and which has not resulted in litigation or other adversary proceeding.

RESPONSE TO INTERROGATORY NO. 15:

Applicant has not asserted a claim and a claim has not been asserted against Applicant pertaining in any way to Applicant's Mark, other than the proceeding at issue.

INTERROGATORY NO. 16:

If Applicant has ever received an opinion concerning its right to adopt, use or register Applicant's Mark in the United States, or to prevent third parties from adopting, using or registering in the United States any name or mark alleged to be confusingly similar to Applicant's Mark identify:

A. All persons with knowledge of facts connected therewith, describing their respective areas of knowledge; and

B. All third parties and/or names referred to or involved therein.

RESPONSE TO INTERROGATORY NO. 16:

Applicant has never received an opinion concerning its rights to adopt, use or register Applicant's Mark in the United States, or to prevent third parties from adopting, using or registering in the United States any name or mark alleged to be confusingly similar to Applicant's Mark.

INTERROGATORY NO. 17:

If Applicant has contacted, been contacted by, spoken with or otherwise communicated with any third parties concerning the subject matter of this proceeding, identify said third parties and describe the nature of same communications.

RESPONSE TO INTERROGATORY NO. 17:

Applicant has only contacted and spoken with his attorneys regarding this proceeding. Such discussions are subject to attorney-client privilege.

INTERROGATORY NO. 18:

State all facts and identify all documents and tangible things which support Applicant's denial of any of the allegations of the Notice of Opposition.

RESPONSE TO INTERROGATORY NO. 18:

Applicant objects to this Interrogatory to the extent that it requests information that is publicly available and as easily accessible to Opposer as it is to Applicant.

Subject to and without waiving the foregoing objections, as described herein, Applicant began advertising and promoting Applicant's Services under the mark NATIONSTAR and provided Applicant's Services prior to April 4, 2005. Applicant is producing in response to Opposer's First Set of Document Requests, documents to support this claim, including copies of letters to potential customers, copies of flyers and business cards and documents reflecting real estate sales for which Applicant services as the real estate agent. In addition, Applicant is producing copies of all relevant licenses evidencing that he is currently a licensed real estate agent and mortgage broker. All other relevant facts and documents are a matter of public record.

INTERROGATORY NO. 19:

State all facts and identify all documents and tangible things which support Applicant's Answer and Applicant's stated Affirmative Defenses within its Answer.

RESPONSE TO INTERROGATORY NO. 19:

Applicant objects to this Interrogatory to the extent that it requests information that is publicly available and as easily accessible to Opposer as it is to Applicant.

Subject to and without waiving the foregoing objections, all relevant facts are stated hereto or are a matter of public record. All relevant documents have been produced in response to Opposer's First Set of Document Requests or are a matter of public record.

INTERROGATORY NO. 20:

Describe when and how Applicant first became aware of Opposer, Opposer's NATIONSTAR MORTGAGE Marks, and/or the services offered by Opposer.

RESPONSE TO INTERROGATORY NO. 20:

Applicant first became aware of Opposer and Opposer's Marks and Opposer's Services upon receipt of the Notice of Opposition for this proceeding.

INTERROGATORY NO. 21:

Identify and describe each of the services offered by Applicant under Applicant's Mark from Applicant's claimed date of first use through the present.

RESPONSE TO INTERROGATORY NO. 21:

Applicant objects to this Interrogatory on the ground that it is duplicative of Interrogatory No. 4.

Subject to and without waiving the foregoing objections, Applicant consulted with and advised clients in every aspect of the real estate industry. Each specific service cannot be identified. Many of these services take place over a long period of time.

In February 2005, Applicant assisted Abid Hussain purchase a home located at 7724 Camp Alger Ave., Falls Church, VA 22042. Working with a licensed real estate broker and mortgage broker, Applicant served as Mr. Hussain's real estate agent, prescreened and

prequalified his financial situation, assisted him in securing a mortgage loan with World Savings through SAI Mortgage, Inc., and assisted and advised him in obtaining title and hazard insurance. The settlement for this sale was completed on March 24, 2005. Applicant has continued to advise and consult with Mr. Abid and has performed comparative market analysis for his current residence and investment property.

In June 2005, Applicant listed for sale the house of Mr. Zulkihar Sharieff and the property was sold on August 15, 2005. The property is located at 7220 Roosevelt Ave., Falls Church, VA 22042. Applicant advised Mr. Sharieff regarding home repairs and hiring of contractors. After that time, Applicant performed comparative market analysis for Mr. Sharieff and his family members and showed them multiple residential and commercial properties.

In June 2005, Applicant performed multiple market analyses for Mr. Abdul Haq and advised him regarding the home buying process. Applicant showed Mr. Haq multiple homes and prequalified him for a loan.

Applicant assisted and advised Mr. Ikram U. Danish with the refinancing of his home in June 2005. Applicant assisted and advised Mr. Danish with obtaining title and hazard insurance. Applicant continues to manage his property and consult regarding the hiring of contractors.

Applicant assisted and advised Mr. Shafiq Ahmad with the purchase of a home in July and August 2005. The property address is 6518 Sharps Drive, Centreville, VA 20121. Applicant performed multiple comparative market analysis and assisted and advised Mr. Ahmad in obtaining a mortgage and title and hazard insurance. Applicant continues to advise Mr. Ahmad regarding the hiring of contractors.

In November 2005, Applicant performed comparative market analysis for Ms. Marina Leon (of Brentwood, Maryland) and advised her regarding the home selling and buying process as well as her mortgage options. Applicant showed Ms. Leon multiple homes.

In February 2006, Applicant assisted and advised Mr. Samer Ramadan of Washington, D.C. in finding rental properties, including performing comparative market analysis for residential and commercial properties in Washington, D.C.

In March 2006, Applicant assisted and advised Mr. Ahmed U. Sayed in finding residential and commercial properties.

In March 2006, Applicant assisted and advised Mr. Muhammed Shoaib Shah of North Potomac, Maryland with finding residential and commercial properties.

In August and September 2006, Applicant assisted and advised Mr. Hameed Khan with the purchase of a residential property. The property is located at 7402 Ellwood Place, Springfield, Virginia 22150. Applicant assisted and advised Mr. Khan in obtaining a mortgage loan and hazard insurance. Applicant advised Mr. Khan in hiring contractors for his property.

Applicant assisted Pak-American Corporation to buy a commercial warehouse building. The property is located at 2800 10th Street, N.W., Washington, D.C. 20017. Applicant assisted and advised Pak-American in obtaining a mortgage loan, commercial hazard insurance, title insurance and property insurance. The settlement for this sale took place on February 23, 2007.

INTERROGATORY NO. 22:

Identify all other entities that have provided, are providing or that Applicant believes may provide in the future, Applicant's Services.

RESPONSE TO INTERROGATORY NO. 22:

Applicant objects to this Interrogatory on the grounds that it is vague and unclear as to the information it seeks. Applicant is not aware of any other entity that has or will provide Applicant's Services under Applicant's NATIONSTAR mark.

INTERROGATORY NO. 23:

State the bases for Applicant's following statements made in the application document and subsequent documents that Applicant filed with the U.S. Patent and Trademark Office to register Applicant's Mark:

- A. "Applicant is using the mark [NATIONSTAR] in commerce on or in connection with the above-identified goods/services" (statement in the initial application);
- B. "...he/she believes applicant to be entitled to use such mark [NATIONSTAR] in commerce..." (initial application);
- C. "...to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified [NATIONSTAR] mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive..." (initial application);
- D. "...[Mr. Ahmad] believes [himself] to be the owner of [Applicant's NATIONSTAR Mark] sought to be registered..." (initial application);
- E. "The substitute specimens were in use in commerce at least as early as the filing date of the application." (in the declaration dated October 16, 2006);
- F. "The mark was first used at least as early as April 4, 2005 and first used in commerce as least as early as April 4, 2005, and is now in such use in such commerce." (in the Application filed with signed declaration dated April 20, 2006).

RESPONSE TO INTERROGATORY NO. 23:

A. Applicant advertised and promoted Applicant's Services under the NATIONSTAR mark and provided Applicant's Services prior to the filing date of Applicant's application as described hereto.

B. Applicant was not and is not aware of any reason he is not entitled to use Applicant's NATIONSTAR mark.

C. Applicant was not and is not aware of any person or entity with prior rights in Application's NATIONSTAR mark.

D. Based upon Applicant's use of the NATIONSTAR mark and the fact that no one else had prior right in the name mark or confusingly similar mark, Applicant believed himself to be the owner of Applicant's NATIONSTAR Mark.

E. The substitute specimens were examples of flyers and business cards posted and distributed before the filing date of the application.

F. Applicant advertised and provided Applicant's Services prior to April 4, 2005 under Applicant's NATIONSTAR Mark.

INTERROGATORY NO. 24:

Since the claimed date of first use of Applicant's Mark to the present, describe Applicant's involvement with the business development of Applicant's Services offered by Applicant under Applicant's Mark.

RESPONSE TO INTERROGATORY NO. 24:

Applicant objects to this Interrogatory on the grounds that it is vague and unclear. Applicant is solely responsible for the business development of Applicant's Services offer by Applicant under Applicant's Mark.

INTERROGATORY NO. 25:

Since the claimed date of first use of Applicant's Marks to the present, describe the process by which Applicant completes sales of Applicant's Services offered by Applicant under any or all of Applicant's Marks.

RESPONSE TO INTERROGATORY NO. 25:

Applicant objects to this Interrogatory on the grounds that it is vague and unclear and duplicative of Interrogatory No. 21. The process by which Applicant completed sales depends upon what services are at issue. In addition, Applicant provides many services related to the real estate industry for which a "completed sale" does not take place. In general, potential clients would contact Applicant in response to his advertising under the NATIONSTAR mark and seek his advice regarding the sale or purchase of real estate and/or the acquisition of a mortgage loan. Applicant, as a licensed real estate agent, would perform comparative market analysis and show properties to his clients. He would explain and advise clients regarding the sale process. Applicant would work with First American Real Estate, Inc., a licensed real estate broker to complete these transactions. As a loan officer and a mortgage broker, Applicant would advise them about their loan options and assist them to find the best mortgage loan to meet their needs. Applicant would also assist his client's in obtaining hazard and title insurance. Applicant also would advise and assist client's regarding managing property and making renovations and improvements.

INTERROGATORY NO. 26:

Identify all periods of non-use of each of Applicant's Marks, including the length of each period and the reasons therefore. For purposes of this Interrogatory, "non-use" shall refer to the absence of sales in the normal course of trade to *bona fide* customers of Applicant's Services in connection with Applicant's Marks.

RESPONSE TO INTERROGATORY NO. 26:

Since Applicant's date of first use, there have been no periods of non-use of Applicant's Mark. Applicant has continuously promoted and provided Applicant's Services.

INTERROGATORY NO. 27:

Describe the extent and nature of advertising of Applicant's services under any and all of Applicant's Marks.

RESPONSE TO INTERROGATORY NO. 27:

Applicant objects to this Interrogatory on the ground that it is duplicative of Interrogatory No. 7.

Subject to and without waiving the foregoing objections, Applicant advertises Applicant's Services under Applicant's Mark through word of mouth, referrals, written communications to potential clients, printed flyers, business cards and his website.

INTERROGATORY NO. 28:

Identify all information regarding Applicant's application for and registration of the domain names www.nationstrarmortgage.com and www.nationstarmortgage.net.

RESPONSE TO INTERROGATORY NO. 28:

Applicant personally registered the domain names www.nationstarmortgage.com and www.nationstarmortgage.net on April 4, 2005 using Network Solutions' on-line registration process.

INTERROGATORY NO. 29:

Concerning each document or tangible thing otherwise responsive to any interrogatory or document request which has been lost or destroyed since its preparation or receipt, identify for each document or tangible thing the following:

- A. The interrogatory or request to which it would be responsive;
- B. The circumstances whereby the document or tangible thing was lost or destroyed; and
- C. The identity of all persons having knowledge of such loss or destruction.

RESPONSE TO INTERROGATORY NO. 29:

Applicant is not aware of any document or tangible thing otherwise responsive to any interrogatory or document request which has been lost or destroyed since its preparation or receipt.

INTERROGATORY NO. 30:

Identify all persons who prepared, assisted in the preparation of or provided information or documents for the answers to Opposer's interrogatories, indicating for each such person, each separate answer which he or she prepared, assisted in the preparation of or otherwise provided the information for.

RESPONSE TO INTERROGATORY NO. 30:

The Answers to Opposer's interrogatories were prepared by Applicant with the assistance and consultation of his attorneys.

As to the objections and legal contentions:

STEPTOE & JOHNSON LLP

By: Rachel M. Marmer
Stephanie Morris Carmody
Rachel M. Marmer
1330 Connecticut Avenue, N.W.
Washington, DC 20036-1795
(202) 429-8135

Attorneys for Applicant, Mujahid Ahmad

Dated: August 24, 2007

VERIFICATION

I, Mujahid Ahmad, am the Applicant in this Opposition proceeding. I have read APPLICANT'S RESPONSES TO OPPOSER'S FIRST SET OF INTERROGATORIES ("Responses"). The answers set forth in the Responses are true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Verification was executed on _____, 2007.

Mujahid Ahmad

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES TO OPPOSER'S FIRST SET OF INTERROGATORIES was served this 24th day of August, 2007 by first-class mail, postage prepaid, on:

Bryce J. Maynard
BUCHANAN INGERSOLL & ROONEY, PC
1737 King Street
Alexandria, VA 22314-2727
Telephone: 703-836-6620
Facsimile: 703-836-2021

Rachel M. Hammer,

EXHIBIT 2

Opposition No. 91177036

Opposer's Services and Applicant's Services are identical.

REQUEST NO. 4:

Applicant's Services and Opposer's Services are or will be marketed and promoted through the same trade channels.

REQUEST NO. 5:

Applicant's Services and Opposer's Services are or will be sold through the same channels of trade.

REQUEST NO. 6:

Applicant's Services and Opposer's Services are or will be marketed or promoted to the same consumers.

REQUEST NO. 7:

Applicant's Services and Opposer's Services will be sold to the same consumers.

REQUEST NO. 8:

Applicant chose Applicant's Mark with the intent to cause confusion with Opposer's Marks.

REQUEST NO. 9:

Applicant's use of Applicant's Mark in commerce causes or will cause a likelihood of confusion with Opposer's Marks.

REQUEST NO. 10:

Applicant has not advertised the services listed in U.S. Trademark Application Serial Number 78/866,376 on its websites nationstarmortgage.com" and "nationstarmortgage.net."

REQUEST NO. 11:

Applicant had no intent to file a trademark application for the term NATIONSTAR until after Applicant was contacted regarding use of the domain names "nationstarmortgage.com" and "nationstarmortgage.net."

REQUEST NO. 12:

Applicant is not licensed or registered with any state to offer mortgage brokerage services.

REQUEST NO. 13:

Applicant has not advised borrowers or connected borrowers with lenders in association with the NATIONSTAR trademark.

REQUEST NO. 14:

Applicant's NATIONSTAR mark was not in use in commerce at the time of filing Trademark Application Serial Number 78/866,376 on April 20, 2006.

REQUEST NO. 15:

Applicant did not possess a specimen that showed the NATIONSTAR mark in use in commerce at the time of filing Trademark Application Serial Number 78/866,376 on April 20, 2006.

REQUEST NO. 16:

Applicant submitted a specimen in its office action response for Trademark Application Serial 78/866,376 that was not in use in commerce at the time of filing the application on April 20, 2006.

REQUEST NO. 17:

Applicant submitted a specimen in its office action response for Trademark Application Serial No. 78/866,376 that was not in use in commerce at the time of submitting the office action response on October 19, 2006.

REQUEST NO. 18

Applicant signed a statement that "the [NATIONSTAR] mark was first used at least as early as 04/04/2005, and first used in commerce at least as early as 04/04/2005, and is now in use in such commerce" and verified the truth of this statement with a standard declaration under 37 C.F.R. §2.20.

REQUEST NO. 19

Applicant's company NATIONSTAR MORTGAGE INC. is not registered to do business in any state or U.S. territory.

REQUEST NO. 20

Applicant has not provided any services that are in the nature of mortgage brokerage services in association with the NATIONSTAR mark.

NATIONSTAR MORTGAGE LLC


By B M
Bassam N. Ibrahim
Bryce J. Maynard
Attorneys for Applicant
Buchanan Ingersoll & Rooney, P.C.
1737 King Street
Alexandria, VA 22314-2727
Telephone: 703/836-6620
Facsimile: 703/836-2021

Date: July 23, 2007

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing OPPOSER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO APPLICANT was served this 23rd day of July, 2007 by first-class mail, postage prepaid, on:

Stephanie Morris Carmody
Rachel M. Marmer
Steptoe & Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036


Michelle A. Jackson

Opposition No. 91177036

In responding to the Requests, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.

RESPONSES TO REQUESTS

REQUEST NO. 1:

Applicant's Mark is confusingly similar to Opposer's Marks.

RESPONSE TO REQUEST NO. 1:

Applicant admits that Applicant's Mark so resembles Opposer's mark that when used for Applicant's services and used by Opposer for Opposer's Services, confusion is likely.

REQUEST NO. 2:

Opposer's Services and Applicant's Services are highly similar.

RESPONSE TO REQUEST NO. 2:

Applicant admits that Applicant's Services are closely related to Opposer's Services.

REQUEST NO. 3:

Opposer's Services and Applicant's Services are identical.

RESPONSE TO REQUEST NO. 3:

Applicant denies that Opposer's Services and Applicant's Services are identical. Opposer provides "mortgage lending services." Applicant does not provide "mortgage lending services."

REQUEST NO. 4:

Applicant's Services and Opposer's Services are or will be marketed and promoted through the same trade channels.

RESPONSE TO REQUEST NO. 4:

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

REQUEST NO. 5:

Applicant's Services and Opposer's Services are or will be sold through the same channels of trade.

RESPONSE TO REQUEST NO. 5:

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be sold and therefore denies this Request.

REQUEST NO. 6:

Applicant's Services and Opposer's Services are or will be marketed or promoted to the same consumers.

RESPONSE TO REQUEST NO. 6:

Applicant does not have sufficient knowledge of the consumers to which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

REQUEST NO. 7:

Applicant's Services and Opposer's Services will be sold to the same consumers.

RESPONSE TO REQUEST NO. 7:

Applicant does not have sufficient knowledge of the consumer to which Opposer's Services are or will be sold and therefore denies this Request.

REQUEST NO. 8:

Applicant chose Applicant's Mark with the intent to cause confusion with Opposer's Marks.

RESPONSE TO NO. 8:

Denied. Applicant had no knowledge of Opposer or Opposer's Marks when he chose Applicant's Mark.

REQUEST NO. 9:

Applicant's use of Applicant's Mark in commerce causes or will cause a likelihood of confusion with Opposer's Marks.

RESPONSE TO NO. 9:

Applicant admits that there is a likelihood of confusion between Applicant's Mark when used for Applicant's Services and Opposer's Mark when used for Opposer's Services and therefore denies this Request.

REQUEST NO. 10:

Applicant has not advertised the services listed in U.S. Trademark Application Serial Number 78/866,376 on its websites "nationstarmortgage.com" and "nationstarmortgage.net."

RESPONSE TO NO. 10:

Denied.

REQUEST NO. 11:

Applicant had no intent to file a trademark application for the term NATIONSTAR until after Applicant was contacted regarding use of the domain names "nationstarmortgage.com" and "nationstarmortgage.net."

RESPONSE TO NO. 11:

Denied.

REQUEST NO. 12:

Applicant is not licensed or registered with any state to offer mortgage brokerage services.

RESPONSE TO NO. 12:

Denied.

REQUEST NO. 13:

Applicant has not advised borrowers or connected borrowers with lenders in association with the NATIONSTAR trademark.

RESPONSE TO NO. 13:

Denied.

REQUEST NO. 14:

Applicant's NATIONSTAR mark was not in use in commerce at the time of filing Trademark Application Serial Number 78/866,376 on April 20, 2006.

RESPONSE TO NO. 14:

Denied.

REQUEST NO. 15:

Applicant did not possess a specimen that showed the NATIONSTAR mark in use in commerce at the time of filing Trademark Application Serial Number 78,866,376 on April 20, 2006.

RESPONSE TO NO. 15:

Denied.

REQUEST NO. 16:

Applicant submitted a specimen in its office action response for Trademark Application Serial 78/866,376 that was not in use in commerce at the time of filing the application on April 20, 2006.

RESPONSE TO NO. 16:

Denied.

REQUEST NO. 17:

Applicant submitted a specimen in its office action response for Trademark Application Serial No. 78/866,376 that was not in use in commerce at the time of submitting the office action response on October 19, 2006.

RESPONSE TO NO. 17:

Denied.

REQUEST NO. 18:

Applicant signed a statement that "the [NATIONSTAR] mark was first used at least as early as 04/04/2005, and first used in commerce at least as early as 04/04/2005, and is now in use in such commerce" and verified the truth of this statement with a standard declaration under 37 C.F.R. §2.20.

RESPONSE TO NO. 18:

Admitted.

REQUEST NO. 19:

Applicant's company NATIONSTAR MORTGAGE INC. is not registered to do business in any state or U.S. territory.

RESPONSE TO NO. 19:

Denied.

REQUEST NO. 20:

Applicant has not provided any services that are in the nature of mortgage brokerage services in association with the NATIONSTAR mark.

RESPONSE TO 20:

Denied.

STEPTOE & JOHNSON LLP

By Rachel M. Marmer
Stephanie Morris Carmody
Rachel M. Marmer
1330 Connecticut Avenue, N.W.
Washington, DC 20036-1795
(202) 429-8135

Attorneys for Applicant, Mujahid Ahmad

Dated: August 24, 2007

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing APPLICANT'S RESPONSES TO OPPOSER'S REQUESTS FOR ADMISSIONS on counsel for Opposer by U.S. Mail on this 24th day of August, 2007 properly addressed to them:

Bryce J. Maynard
Attorneys for Opposer
Buchanan Ingersoll & Rooney, P.C.
1737 King Street
Alexandria, VA 22314-2727

Rachel M. Hammer

EXHIBIT 3

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NATIONSTAR MORTGAGE LLC,

Opposer,

v.

MUJAHID AHMAD,

Applicant.

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Opposition No. 91177036

OPPOSER'S SECOND SET OF INTERROGATORIES TO APPLICANT

Opposer NATIONSTAR MORTGAGE LLC ("Opposer"), serves the following interrogatories under Rule 33, Fed.R.Civ.P., and Trademark Rules 2.116(a) and 2.120(d)(1), to be answered separately and fully in writing under oath by Applicant, Mujahid Ahmad ("Applicant") by October 31, 2007. Each separately numbered interrogatory requires a separate answer.

These interrogatories shall be deemed to be continuing to the fullest extent permitted by the Rules and Applicant shall timely provide Opposer with any supplemental answers and additional information responsive to these interrogatories which becomes available to Applicant at a later date.

DEFINITIONS AND INSTRUCTIONS

Opposer's interrogatories and document requests are subject to the definitions set forth below:

A. The term "document" shall be construed in its broadest permissible sense, as defined in Federal Rules of Civil Procedures 34(a)(1), including but not limited to all means of conveying, storing, or memorializing information, including all writings of any kind, whether in paper or other tangible form or in electronic form, the original and all copies (when different from originals by reasons of notation made on such copies or otherwise) and all drafts of letters, telegrams, memoranda, reports, calendar or diary entries, promotional or advertising materials, emails, recorded voice mail messages, scanned documents, discovery responses in any proceeding, deposition or trial transcripts, accounting and financial records of any kind, proposals, contracts (including but not limited to all amendments and exhibits thereto), notes, instructions, manuals, schedules, telephone inquiries, long distance telephone bills and records, tabulations, programs, discs, tapes, minutes and records of meetings, conferences or transcriptions thereof in the possession, custody or control of you and your officers, employees, attorneys or agents.

B. If Applicant refuses to identify and/or produce any document(s) based upon a claim of confidentiality, privilege, or work product immunity, Applicant shall, in log form, (i) identify each document by its author, intended recipient(s), the date of the document, and its general subject matter, and (ii) set forth for each withheld document the particular basis for the refusal of production.

C. As used herein, the term "regarding" means relating or referring to, incorporating, comprising, touching upon, indicating, evidencing, affirming, denying, concerned with, relevant to, or likely to lead to admissible evidence concerning.

D. As used herein, the term "Opposer's Mark" shall refer to the NATIONSTAR MORTGAGE trademark as used by Opposer and its predecessors.

E. As used herein, the phrase "Opposer's Services" shall refer to mortgage lending services and any other services from Opposer in association with which Opposer's Mark is actually used.

F. As used herein, the term "Applicant's Mark" shall mean the NATIONSTAR mark as set forth in Serial Nos. 78/866,376 and 77/195,561 and any mark or name considered, adopted and/or used by Applicant which incorporates in whole or part the term NATIONSTAR, or any similar variations thereof in sound, appearance, meaning, or commercial impression.

G. As used herein, the phrase "Applicant's Services" shall refer to those services which are identified in connection with Applicant's Mark and recited in Applicant's Serial Nos. 78/866,376 and 77/195,561, including but not limited to "real estate brokerage; rental of real estate; real estate management services, namely, management of commercial and residential properties; real estate investment; residential and commercial property and insurance brokerage; mortgage brokerage; and business finance procurement," and "Real estate agent services, real estate consultancy, financial consultancy, real estate management and advisory services relating thereto" as well as any additional goods or services which are, or are intended to be, offered, manufactured, promoted, advertised, rendered and/or sold in connection with Applicant's Mark.

H. With respect to each person mentioned in your answers to these interrogatories, please set forth both home and business addresses, the person's business affiliation and home and business telephone numbers.

I. The singular form of a word should be construed in the plural and the plural in the singular whenever necessary to bring within the scope of an interrogatory any information which otherwise might be construed to be outside its scope.

J. "And" as well as "or" shall be construed either disjunctively or conjunctively whenever necessary to bring within the scope of an interrogatory any information which might otherwise be construed to be outside its scope.

K. "Each" shall be construed to include the word "every" and "every" shall be construed to include the word "each" wherever necessary to bring within the scope of an interrogatory any information which might otherwise be construed as outside its scope.

L. When exact information is neither known nor readily obtainable, provide the most exact approximation of the information requested.

M. The terms "Applicant," "you" or "your" shall refer to Mujahid Ahmad and to the companies with which he is affiliated that are relevant to this proceeding, including but not limited to Nationstar Mortgage, Inc. and First American Real Estate. Those terms shall also include each of Mr. Ahmad's and Nationstar Mortgage, Inc.'s employees, representatives, licensees, agents, partners, successors, attorneys and to any person who assisted in obtaining information for or on behalf of Mujahid Ahmad.

N. The term "person" shall refer to any individual, corporation, partnership, company, association, or any other legal entity.

O. The term "identify," "identity," or "identification" when used in reference to a person means to state his or her full name, if known, and his or her present or last known position and business affiliation and his or her last known home and business address.

P. The terms "identify," "identity," or "identification" when used in reference to a document, means to state the type of document (e.g., letter, contract, memorandum, report, email, application, etc.); the date the document was created; the person who prepared the document; the document's present location; and the name and address of the document's custodian. If any such document was, but is no longer, in your possession, custody or subject to your control, state what disposition was made of the document and when and the reason for such disposition.

Q. The terms "identify," "identity," or "identification" when used in reference to an oral communication means to state the existence of the oral communication, the persons who participated therein, the date thereof, and a full description of the communication.

R. The term "concerning" shall mean constituting, referring to, relating to, reflecting or evidencing.

S. The present tense shall include the past tense and vice versa.

T. The term "communication" shall mean the transmittal of information in any form whatsoever.

U. Where knowledge or information is requested, such request includes knowledge of Mujahid Ahmad and each of his employees, representatives, licensees, agents, partners, successors, any person who assisted in obtaining information for or on behalf of Mujahid Ahmad, and, unless privileged, attorneys.

V. When an interrogatory requests the identification of a specific date, provide an approximate date if the exact date is not known and indicate that it is an approximate date.

INTERROGATORIES

Interrogatory No. 1

Set forth fully all facts, circumstances, dates and events concerning Applicant's decision to file Application Serial No. 77/195,561 filed June 1, 2007 for the mark NATIONSTAR in Class 36.

Interrogatory No. 2

Identify all documents and set forth fully all facts, circumstances and events concerning the first and ongoing use in the United States, including but not limited to the persons involved therein, of Applicant's Mark in connection with each of the following services:

- i) Rental of real estate;
- ii) Real estate management services, namely, management of commercial and residential properties;
- iii) Insurance brokerage;
- iv) Real estate investment; and

- v) Business finance procurement services.

Interrogatory No. 3

Describe in detail the nature of the relationship between Mujahid Ahmad and each of the following individuals:

- i) Ikram U. Danish
- ii) Ahmed U. Sayed
- iii) Shafiq Ahmad
- iv) Abid Hussain
- v) Abdul Haq
- vi) Zulkihar Sharieff
- vii) Marina Leon
- viii) Samer Ramadan
- ix) Muhammad Shoaib Shah
- x) Hameed Khan.

Interrogatory No. 4

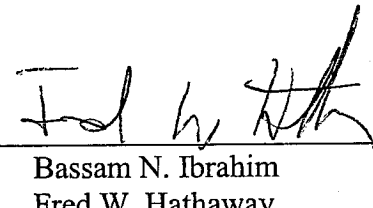
Describe in detail the current and past relationship between Applicant and First American Real Estate, Inc., including any involvement by First American Real Estate, Inc. in Applicant's sale or offering for sale of Applicant's services to consumers under Applicant's NATIONSTAR mark.

Interrogatory No. 5

Identify any documents, other than advertisements, flyers, and business cards, used in the sale or providing of Applicant's services and which bear Applicant's NATIONSTAR mark.

NATIONSTAR MORTGAGE LLC

By



Bassam N. Ibrahim

Fred W. Hathaway

Bryce J. Maynard

Attorneys for Opposer

Date: October 1, 2007

BUCHANAN INGERSOLL & ROONEY, PC

1737 King Street

Alexandria, VA 22314-2727


Telephone: 703-836-6620

Facsimile: 703-836-2021

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing OPPOSER'S SECOND SET OF INTERROGATORIES TO RESPONDENT was served this 1st day of October, 2007 by hand, on:

Stephanie Morris Carmody
Rachel M. Marmer
Steptoe & Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036



Michelle A. Jackson

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NATIONSTAR MORTGAGE LLC,

Opposer,

v.

MUJAHID AHMAD,

Applicant,

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Opposition No. 91177036

**APPLICANT'S RESPONSES TO OPPOSER'S
SECOND SET OF INTERROGATORIES**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Mujahid Ahmad ("Applicant"), responds and objects to the Second First Set of Interrogatories (the "Interrogatories") served by Opposer, Nationstar Mortgage LLC, dated October 1, 2007, as follows.

Applicant makes the objections and responses herein (collectively, the "Responses") based solely on its current knowledge, understanding, and belief as to the facts and the information available to it as of the date of the Responses. The Responses are given without prejudice to Applicant's right to produce subsequently discovered information and to introduce such subsequently discovered information at the time of any trial in this action.

Applicant does not waive any objection made in these Responses. Applicant does not waive any claim of privilege, whether expressly asserted or not, by providing any information or identifying any document or thing in response to the Interrogatories. The inadvertent disclosure of such information or the inadvertent identification or production of

any document shall not constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant.

GENERAL OBJECTIONS

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Interrogatory. In addition to these General Objections, Applicant has stated specific objections to Interrogatories where appropriate, including objections that are not generally applicable to all Interrogatories. Applicant's specific objections to any of the Interrogatories do not preclude, supersede, or withdraw any of the general Objections to that Interrogatory.

Applicant objects to the Interrogatories to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

Fed. R. Civ. P. 26(b)(1) and the Trademark Rules preclude discovery beyond matters relevant to the claims or defenses of the parties. Accordingly, Applicant objects to the Interrogatories to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Applicant objects to the Interrogatories to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Opposer from some other source.

Applicant objects to the Interrogatories to the extent that they call for information that is not known by or reasonably available to Applicant.

Applicant objects to each Interrogatory to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rule of Civil Procedure and the Trademark Rules.

Applicant objects to each Interrogatory to the extent that it is vague, ambiguous, overbroad, unduly burdensome, and/or fails to reasonably identify the information sought, or prematurely calls for a legal conclusion.

Applicant reserves the right to assert additional and further objections to the Interrogatories to the extent that Applicant's production of documents or information in this action reveals that such additional and further objections are appropriate.

In responding to the Interrogatories, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORIES RESPONSES

INTERROGATORY NO. 1

Set forth fully all facts, circumstances, dates and events concerning Applicant's decision to file Application Serial No. 77/195,561 filed June 1, 2007 for the mark NATIONSTAR in Class 36.

ANSWER TO INTERROGATORY NO. 1

Applicant objects to this Interrogatory on the ground that all facts, circumstances, dates and events concerning Applicant's decision to file Application Serial No. 77/195,561 filed on June 1, 2007 for the mark NATIONSTAR in Class 36 are a matter of public record or are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

INTERROGATORY NO. 3

Describe in detail the nature of the relationship between Mujahid Ahmad and each of the following individuals:

- i) Ikram U. Danish
- ii) Ahmed U. Sayed
- iii) Shafiq Ahmad
- iv) Abid Hussain
- v) Abdul Haq
- vi) Zulkihar Sharieff
- vii) Marina Leon
- viii) Samer Ramadan
- ix) Muhammad Shoaib Shah
- x) Hameed Khan.

ANSWER TO INTERROGATORY NO. 3

Applicant objects to this Interrogatory on the ground that it is vague as to the meaning of "relationship." Subject to and without waiving the foregoing objection, the individuals listed in this Interrogatory are acquaintances of Applicant.

INTERROGATORY NO. 4

Describe in detail the current and past relationship between Applicant and First American Real Estate, Inc.; including any involvement by First American Real Estate, Inc.

in Applicant's sale or offering for sale of Applicant's services to consumers under Applicant's NATIONSTAR mark.

ANSWER TO INTERROGATORY NO. 4

Applicant objects to this Interrogatory on the ground that it is vague as to the meaning of "relationship." Subject to and without waiving the foregoing objection, Applicant was and is an independent contractor for First American Real Estate, Inc. First American Real Estate, Inc. had no involvement in Applicant's offering for sale of Applicant's services to consumer under Applicant's NATIONSTAR mark. First American Real Estate, Inc. would serve as the Real Estate Broker, where necessary, for Applicant's clients.

INTERROGATORY NO. 5

Identify any documents, other than advertisements, flyers, and business cards, used in the sale or providing of Applicant's services and which bear Applicant's NATIONSTAR mark.

ANSWER TO INTERROGATORY NO. 5

There are no documents other than advertisements (including the website), flyers, and business cards used in the sale or providing of Applicant's services, which bear Applicant's NATIONSTAR mark.

Respectfully submitted,

By: Rachel M. Marmer
Stephanie Morris Carmody
Rachel M. Marmer
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue, N.W.
Washington, DC 20036-1795
Telephone: (202) 429-3000
Facsimile: (202) 429-3902

Date: October 31, 2007

VERIFICATION

I, Mujahid Ahmad, am the Applicant in this Opposition proceeding. I have read APPLICANT'S RESPONSES TO OPPOSER'S SECOND SET OF INTERROGATORIES ("Responses"). The answers set forth in the Responses are true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Verification was executed on _____, 2007.

Mujahid Ahmad

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES TO
OPPOSER'S SECOND SET OF INTERROGATORIES was mailed this 31st day of October,
2007, to:

Bassam N. Ibrahim
Fred W. Hathaway
Bryce J. Maynard
BUCHANAN INGERSOLL & ROONEY, P.C.
1737 King Street
Alexandria, VA 22314-2727

Rachel Manner

EXHIBIT 4

ORIGINAL

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 -----X
NATIONSTAR MORTGAGE, LLC,

4 Opposer

5 vs.

6 MUJAHID AHMAD,

7 Applicant

8 Opposition No. 9117703

9 -----X

10
11 1737 King Street
Alexandria, Virginia

12
13 May 27, 2009
9:07 a.m.

14
15 The Deposition of MUJAHID AHMAD, was at the
16 Law Offices of Buchanan, Ingersoll & Rooney, P.C.,
17 before Christine A. Gonzalez, CSR, RPR, a Notary Public.
18
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21
22

23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
New York, New York 10022
212-750-6434
25 Ref: 90410

1 A P P E A R A N C E S:

2
3 ON BEHALF OF THE OPPOSER:

4 S. LLOYD SMITH, ESQUIRE

5 Buchanan, Ingersoll & Rooney, P.C.

6 1737 King Street, Suite 500

7 Alexandria, Virginia 22314

8 Telephone: 703.836.6620

9 Facsimile: 703.836.2021

10 Email: lloyd.smith@bipc.com

11
12
13 ON BEHALF OF THE APPLICANT:

14 PATRICK I. REA, ESQUIRE

15 Taylor & Rea, P.L.C.

16 3925 Old Lee Highway, Suite 200

17 Fairfax, Virginia 22030

18 Telephone: 703.385.3322

19 Facsimile: 703.385.5406

20 Email: rea@taylorrealaw.com

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22
23
24
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1 ----- I N D E X -----

2	WITNESS	EXAMINATION BY	PAGE
3	MUJAHID AHMAD	MR. SMITH	4

4

5

6 ----- E X H I B I T S -----

7	EXHIBIT	DESCRIPTION	FOR I.D.
8	No. 1	Application	20
9	No. 2	Office Action	29
10	No. 3	10-16-2006 Letter	31
11	No. 4	Requests for Admissions	40
12	No. 5	Responses	43
13	No. 6	Business Card	46
14	No. 7	Declaration	85
15	No. 8	Motion	89
16	No. 9	Motion to Amend	92

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1 Whereupon,

2 MUJAHID AHMAD,

3 called as a witness, having been first duly sworn to
4 tell the truth, the whole truth, and nothing but the
5 truth, testified as follows:

6

7 EXAMINATION BY MR. SMITH:

8 Q. My name is Lloyd Smith. I'm here on behalf of
9 the Opposer, NationStar Mortgage, LLC. Mr. Ahmad, could
10 you please state your full name for the record?

11 A. My full name is Mujahid Ahmad. First name is
12 Mujahid and last name Ahmad.

13 Q. What is your current residence?

14 A. It's 2001 North Daniel Street, Number 102,
15 Arlington, Virginia, zip code 22201.

16 Q. What is your current place of employment?

17 A. Current place of employment?

18 Q. Yes.

19 A. I own my own company.

20 Q. What is the name of that company?

21 A. NationStar.

22 Q. Is it just NationStar or is there anything else
23 in the name?

24 A. NationStar Mortgage, Inc. and NationStar Real
25 Estate.

1 AHMAD

2 MR. REA: Before we go too far, can I just enter
3 my appearance here?

4 MR. SMITH: Go right ahead.

5 MR. REA: My name is Patrick Rea. I'm with the
6 Law Firm of Taylor & Rea, 3925 Old Lee Highway, Fairfax,
7 Virginia, 22030, and I'm here representing Mr. Ahmad.

8 Q. Mr. Ahmad, are you the sole owner of NationStar
9 Mortgage, Inc.?

10 A. Yes, sir.

11 Q. And are you also the sole owner of NationStar
12 Real Estate, Inc.?

13 A. That's right. Yeah.

14 Q. How many employees does NationStar Mortgage, Inc.
15 have?

16 A. We don't have any employees.

17 Q. Does NationStar Real Estate, Inc. have any
18 employees?

19 A. No.

20 Q. Do you own any other businesses?

21 A. No.

22 Q. Are you employed anywhere besides NationStar
23 Mortgage, Inc. and NationStar Real Estate, Inc.?

24 A. No.

25 Q. Are you affiliated with any other entities with

1 AHMAD

2 the name NationStar?

3 A. No.

4 Q. When was NationStar --

5 A. Excuse me. Can you explain the entity 'cause I
6 didn't understand. What do you mean? By some other
7 entity --

8 Q. Yes.

9 A. -- that I don't own?

10 Q. Any other entity that you yourself own or
11 employed by or have any other interest in?

12 A. No. The only NationStar that I have is only mine
13 and that's it.

14 Q. Is NationStar Mortgage, Inc. incorporated?

15 A. That's right. Yeah.

16 Q. When was it incorporated?

17 A. In 2006.

18 Q. Who was responsible for incorporating the
19 NationStar Mortgage, Inc.?

20 A. I did it by myself.

21 Q. Do you remember the date it was incorporated?

22 A. I don't know exact date, no.

23 Q. Do you know if there are any documents which
24 would show this?

25 A. We have provided those document. You guys have

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1
2 it.

3 Q. Thank you.

4 A. You're welcome.

5 Q. Is NationStar Real Estate, Inc. incorporated?

6 A. Under the name of NationStar Mortgage, Inc. It's
7 the same company, two different branches, but the same
8 company, NationStar.

9 Q. There is no separate incorporation for NationStar
10 Real Estate, Inc.; is that correct?

11 A. Not at the moment, yeah, but I run both companies
12 through the same name, NationStar.

13 Q. Where is NationStar Mortgage, Inc. incorporated?

14 A. Here. You mean -- you talking about the address?

15 Q. What state?

16 A. Virginia, Commonwealth of Virginia.

17 Q. Please tell me where the address of NationStar
18 Mortgage, Inc. is.

19 A. I do my business from home so the same address as
20 home address.

21 Q. What is the business of NationStar Mortgage,
22 Inc.?

23 A. Anything that has to do with real estate
24 transactions, either commercial or residential.

25 Q. How long has NationStar Mortgage, Inc. been in

1 AHMAD

2 business?

3 A. Since the beginning of 2005.

4 Q. Does NationStar Mortgage, Inc. business include
5 anything outside of real estate transactions?

6 A. What kind of things outside? I don't understand.
7 Can you explain that?

8 Q. Well, I just want to clarify. Earlier you
9 indicated, I believe, that the business of NationStar
10 Mortgage, Inc. is anything that has to do with real estate
11 transactions?

12 A. That's right.

13 Q. I'm trying to determine whether there are any
14 other business activities of NationStar Mortgage, Inc. or
15 if that is the complete set of businesses?

16 A. Well, any transaction if you buying, you are
17 selling, you are refinancing, renting, managing, anything
18 that has to do with real estate property and real estate
19 transactions we do that.

20 Q. Anything else?

21 A. I'm not sure at the moment, but if you ask me
22 later maybe specific question, I can tell you.

23 Q. Are you the founder NationStar Mortgage, Inc.?

24 A. Yes, sir; I am.

25 Q. At any time has anyone else been an employee of

1 AHMAD

2 NationStar Mortgage, Inc.?

3 A. No, sir.

4 Q. At any time has anyone else had an interest in
5 NationStar Mortgage, Inc.?

6 A. No, sir.

7 Q. Since beginning of 2005, have you been
8 continuously operating NationStar Mortgage, Inc.?

9 A. Yes, sir.

10 Q. Have you been involved with any other businesses
11 during that time?

12 A. You mean under the same name? Through a
13 different name? I don't understand the question, sir.

14 Q. Under a different name.

15 A. No, sir. This is only business I have.

16 Q. Have you been working with or for any other
17 businesses?

18 A. I'm an agent with the First American Real Estate;
19 independent contractor I would say.

20 Q. When did you first become an agent for First
21 American Real Estate?

22 A. I believe in end of 2004.

23 Q. Are you still an agent for First American Real
24 Estate?

25 A. That's right. Yeah.

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Q. Have you conducted any transactions as an agent with First American Real Estate?

A. Most of my clients that came to me came to me through NationStar.

Q. Did any clients come to you through First American Real Estate?

A. No, sir.

Q. When you say that most of your clients came to you through NationStar, what do you mean?

A. Because that's my company. That's what I advertise.

Q. Where do you advertise NationStar?

A. Through my website; nationstarmortgage.com, through fliers, through business cards, through postcards, through mailings, through friends, and also through word of mouth and referrals.

Q. When did you begin advertising NationStar?

A. In the beginning of 2005.

Q. Where did you begin advertising NationStar?

A. Business cards. And grocery stores, I put the fliers there. I posted my flyers. I gave my business cards to my clients, anyone who I knew, anyone who was interested to buy or sell real estate.

Q. Which grocery stores did you put fliers in?

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A. Grocery stores in Arlington, throughout
Arlington.

Q. Do you remember which ones?

A. I don't know the names, but they are in Arlington
most of them; Arlington and Alexandria.

Q. Do you remember, for example, exactly when you
put the fliers there?

A. Beginning of 2005.

Q. How do you know it was beginning of 2005?

A. Yeah, because that's my company and I had just
started and also I was doing the business; of course, I
know.

Q. Do you have any records or receipts for printing
of fliers in 2005?

A. We give you all of those. You guys have it.

Q. So there's nothing else other than what you've
already given us?

A. I don't think so. At the moment, no.

Q. Prior to you founding NationStar, were you
employed somewhere else?

A. How far you want to go?

Q. Just immediately prior.

A. No, I wasn't employed anywhere. I was employed
back in 2000 -- 1990 and 2001 at Lockheed Martin, but

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that's too way back.

Q. And what did you do with Lockheed Martin?

A. I was system engineer for them.

Q. And after 2001, were you employed anywhere?

A. No, sir.

Q. Just so I understand correctly then, you weren't employed anywhere between 2001 and the founding of NationStar?

A. That's right. Yeah.

Q. Did you own any businesses at the time?

A. No, sir.

Q. Were you in the United States at the time?

A. Yes, sir.

Q. So you were not involved in the real estate business or any related businesses until you founded NationStar in approximately 2005; is that right?

A. I'm real estate agent since 2004, but that's not employment.

Q. Were you working anywhere during this period?

A. Of course, I was working.

Q. In what industries were you working in?

A. In real estate transactions.

Q. When did you begin working in the real estate industry?

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A. I began in end of 2003, beginning of 2004.

Q. And at this time you began working for First American; is that right?

A. I started working with First American December 2004.

Q. Were you working for a different real estate company before?

A. Yes, sir.

Q. What was the name of that company?

A. Long and Foster.

Q. I'm just trying to establish a chronology here.

A. Sure.

Q. So you began working as a real estate agent with Long and Foster and then you became an agent for First American in December of 2004; is that right?

A. That's true, yeah.

Q. And then you founded NationStar Mortgage?

A. That's right. Yeah.

Q. As a real estate agent?

A. Not as a real estate agent. As a real estate agent and, I mean, doing all transactions associated with the real estate.

Q. But you continued your association with First American at this time as this well?

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A. You have to. You can't drop it.

Q. Why can't you drop it?

A. Just like you; you are a lawyer.

MR. REA: I have to object to the form of that question. It calls for a narrative answer. If you could rephrase that.

Q. Can you please tell me the reason that you could not drop your association with First American?

A. Yeah. Most real estate agents are independent contractors. So once they sign up with industry or with brokerage, they stay with them.

Q. Did you conduct any real estate transactions with First American in 2005?

A. I did most of my transaction under the name of NationStar.

Q. When you say "under the name of NationStar," what do you mean?

A. Because I advertise my services as NationStar so clients came to me through NationStar.

Q. Were you a buyer's agent or a seller's agent at this time?

A. In real estate, once you become an agent, there's no specific thing buyer agent or seller agent. You are both.

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Q. Did you use any lawn signs at this time?

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A. What kind of lawn signs?

4

Q. Lawn signs for the sale of houses.

5

A. Yeah, we have to use it.

6

Q. And did the lawn signs say NationStar on them?

7

A. The NationStar -- when the people came to me, they came to me as NationStar, but when I sell properties, it's not my job. I talk to the broker and they are the one who order the signs and everything.

11

Q. So there were no lawn signs with NationStar on them?

12

13

A. There were signs -- I mean, on my fliers and my business cards, but I'm not aware of the signs that are posted on the property. It is not necessity in the real estate business. You can have a sign or you cannot have a sign.

17

18

Q. Just to be clear, you did not have and have never had a lawn sign that says NationStar Real Estate, Inc. on it; is that right?

20

21

A. Signs -- I mean, I never put signs on the properties because sign has to be under the broker name. Even if I advertise it, it still has to be under the broker name.

24

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Q. I just want to make sure the answer to your --

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your answer to my question is clear. There are no lawn signs that say NationStar Real Estate on them; is that right?

A. There are signs, but I never put them because --

Q. Lawn signs?

A. Lawn signs. I mean, I don't have to. When I do a transaction, responsibility goes to the broker, not to me. He's the one who orders everything, not me.

Q. You do have such lawn signs?

A. Yes, I do.

Q. When were those created?

A. In the middle of 2005.

Q. Where are the lawn signs now?

A. I have them.

Q. Did anyone ever ask you to take a picture of a lawn sign for this case?

A. No, sir.

Q. Other than the fliers and the postcards and the business cards, do you have any other materials showing the NationStar name on them?

A. On my website.

Q. Which website are you referring to?

A. www.nationstarmortgage.com.

Q. When was that website created?

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A. I'm not sure. Somewhere in 2005. I don't know exact date.

Q. Did you create the website?

A. Yes, I did.

Q. Are you responsible for the content?

A. I created it so. Yes, I am.

Q. Did anyone else help you create the website?

A. No, sir.

Q. You also own nationstarmortgage.net; is that right?

A. That's right.

Q. Is anything posted at that website?

A. That nationstarmortgage.net was directed to nationstarmortgage.com. Once you put both addresses, they will go to the same website, but at the moment .net is not working. It's not active at the moment, but nationstarmortgage.com is.

Q. Is nationstarmortgage.com an interactive website?

A. What do you mean by "interactive"?

Q. Can customers contact you through the website?

A. That's right.

Q. How do they contact you through the website?

A. Feedback, and also I have my fax there, my fax number.

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Q. Is your phone number posted at the website?

3

A. That's right, and also my email address is there.

4

5

Q. What do you mean when you say "customer feedback"?

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8

9

A. Anyone who contact me, I mean, they contact me through email. They go to the website. They want to write whatever they want to write, they send it to me, and I receive it.

10

Q. And that's outside of your email?

11

A. What do you mean "outside"?

12

13

Q. Is that the same as an email that comes to you or is that something different?

14

A. Yeah, it's the email that come to me.

15

Q. What email address is that?

16

A. It's mujahid@nationstarmortgage.com.

17

18

Q. How long have you had that email address, do you know?

19

A. Since I start my website.

20

21

Q. Are you the person responsible for choosing the name NationStar?

22

A. Yes, sir.

23

Q. When did you choose the name NationStar?

24

A. Beginning of 2005.

25

Q. Did anyone else assist you in choosing the name

AHMAD

NationStar?

A. No, sir.

Q. Does NationStar have any particular significance?

A. What kind of significance? I don't understand.

Q. Was the name chosen for any particular meaning associated with real estate?

A. No. I mean, I sat down, I decided what names I could and what names were available. And I went through all of them and I chose NationStar. It was available at the time.

Q. What do you mean when you say "available"?

A. Because I checked it online to see if someone had it before me.

Q. When you said "checked online," do you mean you checked to see if the website address was available?

A. The website, the corporation, everything.

Q. What did you do?

A. I checked it like you would check the name on computers, I mean, when you want to start a business. That's the way I did it.

Q. This is on your computer at your home address?

A. What do you mean?

Q. I mean, did you sit down at your home computer and run some searches to check to see --

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A. That's right.

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Q. And what type of searches did you run? Can you be more specific?

5

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9

A. I went to Network Solutions website and I check the domain names, if they were available, and I also called SCC, which is State Corporation Commission Commonwealth of Virginia, to see if the name was available.

10

11

Q. You advertise real estate services at nationstarmortgage.com; is that right?

12

A. Yes, sir; I do.

13

14

Q. Do you advertise anything else at nationstarmortgage.com?

15

16

A. Any services that are associated with real estate, I advertise them.

17

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MR. SMITH: I'd like to mark this as Exhibit 1.

(Deposition Exhibit Number 1 was marked for identification by the reporter.)

20

21

22

Q. Mr. Ahmad, do you recognize this document?

A. Yes, I do.

23

24

25

A. It's an application that I filed with United States Patent and Trademark Office. That's what I believe it is.

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Q. On the second page of this document, the signature section there shows a signature -- an electronic signature.

A. Okay.

Q. Is that your name there?

A. That's my name, yeah.

Q. And do you recollect submitting that electronic signature to the United States Patent and Trademark Office?

A. Yes, I do.

Q. Is this your address on page 1 of the document?

A. Yes, it's my address.

Q. On page 2, there's a goods and services section.

A. Okay.

Q. And were you providing real estate brokerage services at the time you filed this application?

A. Yes, sir. I was providing, yeah.

Q. What type of real estate brokerage services were you providing?

A. All of them that I mention in my application.

Q. When you say "all of them that you mention in your application," could you tell me more specifically what you're referring to?

A. Real estate brokerage, rental of real estate,

1 AHMAD

2 management of commercial and residential properties, real
3 estate investment, property and insurance brokerage,
4 mortgage brokerage and finance.

5 Q. You see the first use dates on the same page of
6 this document?

7 A. That's right. Yeah.

8 Q. It says at least as early as 4-04-2005?

9 A. That's right.

10 Q. Did you submit those dates?

11 A. I submitted the date because it says as early as,
12 so they were not specific what date I start my business.

13 Q. What was the basis for your submission that you
14 were using NationStar at least as early as April 4, 2005?

15 A. There is no basis, I mean, because I know I
16 started in the beginning of 2005. I just put it randomly.
17 Because when I was reading instruction, I'm not a lawyer.
18 I was doing it by myself. So I just put the date there.
19 Because application said as long as -- I mean, as early
20 as. I said it's okay, so I put some date.

21 Q. What type of rental of real estate services were
22 you providing as of April 20, 2006?

23 A. I was providing services before April 20, 2006,
24 since 2005, beginning of 2005.

25 Q. Can you give me an example of a rental of real

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estate?

A. Sure. Anyone who wants to rent their property, they will contact me under the name of NationStar. They said we want to rent because sometime they have their own house to rent for the basement or something or sometime they have investment property they want to rent, and I will do those jobs for them.

Q. When you say "do those jobs," did you act as the real estate broker on those jobs?

A. I acted as real estate agent and, I mean, I provided those services.

Q. Can you tell me of any specific transactions where you provided these services prior to the filing date of your application?

A. We provided you all the documents and it says clearly in those documents what date and what I did for what client.

Q. Now, is that the same for management of commercial and residential properties?

A. It's a different thing. It's not rental. Management mean I manage the properties for them. If something goes wrong with the property, they call me. I find a contractor for them. I fix the problem for them.

Q. Can you provide any examples of management of

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commercial and residential properties that you performed

3

prior to the filing date of this application?

4

A. Yes. Why not? I mean, some of my clients, they

5

will have roof problems, ceiling problems that were

6

leaking. So they call me say, listen, we have a problem

7

with the roofing. Can you fix it? Can you find someone

8

because we don't have any idea?

9

So I find a contractor. I give them different

10

numbers. They came and talk to them. I was there by

11

myself. And the roof was fixed, ceiling was fixed. And

12

also cutting the grass. Whatever come under the

13

management, I was doing it for them.

14

Q. Can you tell me which clients?

15

A. We give you the documents and it says clearly

16

what customers we performed those services for.

17

Q. So we would have to look at the documents to see

18

this?

19

A. That's right.

20

Q. You can't give me any examples off the top of

21

your head?

22

A. I don't know. It's too old. You're talking

23

about 2005. Now it's 2009.

24

Q. What about for real estate investment; what type

25

of services were you providing in that area?

1 AHMAD

2 A. For real estate investment, if someone want to
3 invest in a separate property, either commercial or
4 residential, I help them to find an investment property so
5 they can flip later on and make money on.

6 Q. Can you give me an example of any specific
7 transactions prior to April 20, 2006?

8 A. Again, we provide you all the documents and you
9 guys have it there. Specifically I say there what I did
10 for what.

11 Q. So we would have to look at the documents to see?

12 A. That's right.

13 Q. Okay. What is meant by property and insurance
14 brokerage?

15 A. To provide insurance brokerage, insurance
16 services to my clients in conjunction with my real estate
17 transactions.

18 Q. Do we need to look at the documents for you to
19 give me any example of those prior to April 20, 2006?

20 A. That's right. You guys have documents. You can
21 look there.

22 Q. So you don't remember any specific property and
23 insurance brokerage transactions?

24 A. Not on top of my head, but we give you all
25 documents. You guys have it.

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Q. Can you please describe what mortgage brokerage is in this description here?

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A. Sure. Anyone who wants to buy property, they would come to me because I will tell them what is best source to get a mortgage, to get a loan, from a lender to finance the property.

8

9

10

Q. Can you tell me any specific examples of mortgage brokerage services that you provided prior to April 20, 2006?

11

12

A. Again, we give you all the documents. You guys have it.

13

14

Q. What about finance; what is meant by finance?

15

16

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A. Finance mean if I have a client and he wants to buy another property or he wants to improve his business, so I will talk to different lenders and tell them what is his situation and based on the equity in his house, how much money he can take out from his business to invest in the same business or buy another business.

20

21

Q. Did you provide any of these services as of the filing date of this application?

22

A. Yes, sir; I did.

23

24

Q. And can you tell me specifically what services you provided and who you provided them to?

25

A. I provided all the services that are stated here

1 AHMAD

2 in goods and services on my application and we give you
3 all the documents.

4 Q. And that pertains to finance as well?

5 A. Finance as well, yeah.

6 Q. On the third page of this document, there's an
7 email address. It says makrealtor@yahoo.com. Is that
8 your email address?

9 A. That's right.

10 Q. Does mak stand for something?

11 A. No.

12 Q. Why did you use this email address instead of
13 your NationStar Mortgage address?

14 A. Well, in these days, everybody has more than one
15 email, so that's why I choose. I mean, it's different
16 email.

17 Q. Do you still use the email address listed here?

18 A. Yes, I use both of them. I mean, this one and
19 the one associated with NationStar Mortgage.

20 Q. Do you recall when you opened the makrealtor
21 email address?

22 A. No, sir.

23 Q. On the front, there is a phone number listed
24 703-372-9899. Do you see that phone number?

25 A. Yes, I see.

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Q. Is that your current phone number?

3

A. That's right.

4

5

Q. Do you know how long you've had that phone number?

6

A. For long time.

7

8

Q. Do you know if you've had it since you began the NationStar business?

9

A. I think I had this number way before then, yeah.

10

Q. Is it a cell phone number?

11

A. It's a cell phone number, yeah.

12

Q. Which carrier is it with?

13

A. It's with AT&T.

14

15

Q. And is the fax number a number located at your home address?

16

A. That's right.

17

Q. And how long have you had that phone number?

18

A. Long time.

19

Q. Can you recall specifically?

20

A. I don't know specifically, but it's really long.

21

I would say more than ten years.

22

Q. On the last page of Exhibit 1, there shows a signature and a date?

23

24

A. Okay.

25

Q. Did you submit that information to the best of

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your recollection?

A. Yes, sir; I did.

Q. And it shows signature's position owner. Does that refer to you as owner of the mark?

A. That's right. Yeah.

Q. Did you read the application before submitting it?

A. Of course I did, yeah.

Q. During the time that you've been operating the NationStar business, have you had any periods of inactivity?

A. No, sir.

Q. Have you been out of the country for any extended periods during that time?

A. Yeah, I travel.

Q. How often do you travel?

A. It doesn't mean how often. It just depends my family if something happens in the family and 'cause the reason I went there because my mom was sick.

Q. You went where?

A. To Pakistan.

Q. For approximately how long?

A. I would say five to six weeks.

Q. Five to six weeks?

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A. Yeah.

Q. What year was that?

A. I think it was beginning of this year.

Q. Have you been out of the country for any other extended periods during the time you've been operating NationStar?

A. Just only trips to Pakistan. That's it.

Q. Any other extended trips to Pakistan?

A. I think there is one more and that's it, to my recollection.

Q. How long was that trip for?

A. Same time; four weeks, five weeks.

Q. And what year was that?

A. That would be year before that and maybe two years before that. I don't remember exactly.

Q. And was anyone operating the NationStar business in the United States during the time that you were absent?

A. Yes, I was doing it from back home.

Q. How were you doing it?

A. From my website and my cell phone.

MR. SMITH: I'd like to mark this as Exhibit 2, please.

(Deposition Exhibit Number 2 was marked for identification by the reporter.)

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2 Q. For the record, this document is titled "Office
3 Action" and is dated September 25, 2006. Do you recognize
4 this document, Mr. Ahmad?

5 A. Yes, it is my, I believe, follow-up of my patent
6 and trademark application that I did.

7 Q. On page 3 of this document, there's a heading
8 that says "specimen of use omitted." Do you see that?

9 A. Yes.

10 Q. Directly underneath it says, "This application
11 does not include a specimen for the identified class of
12 services."

13 A. Okay.

14 Q. Do you remember receiving that?

15 A. Yes, I do remember receiving that. Yeah.

16 Q. Do you recall whether or not you spoke to the
17 examining attorney or someone else from the United States
18 Patent and Trademark Office about that?

19 A. When I receive the document, I mean, there was an
20 attorney listed. I'm not sure who it was, but I did call
21 her. I talked to her about the procedure, what is this
22 document, what I should do with it.

23 Q. Can you tell me what was said during that
24 conversation?

25 A. Yeah. She said that it's just follow-up document

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and the application was not submitted with a specimen. I have to submit it. That's it.

Q. Did she tell you anything else?

A. No, sir.

Q. Did you discuss anything else with her?

A. No, sir.

Q. What did she tell you about the specimen, do you remember?

A. No. She said read the documents, it will explain it to you, and then after that whatever is required just submit it. That's it.

Q. Okay. Did you submit something in response to this office action?

A. Yes, sir; I did.

(Deposition Exhibit Number 3 was marked for identification by the reporter.)

Q. Do you recognize this document?

A. Yes, sir; I do.

Q. What is this?

A. It's the cover letter that I sent with the document.

Q. Attached to the cover letter are several pages.

A. Okay.

Q. Do you recognize the pages attached to the cover

AHMAD

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2 letter?

3

A. Yes, I do.

4

Q. What are they?

5

6 A. These were documents that were sent to me, like I
7 mentioned before, as follow-up on my application that I
8 filed.

8

9 Q. Back on the front page, this cover letter here,
10 is that your signature there at the bottom?

10

A. Yes, that's my signature.

11

12 Q. And in the beginning, it says "according to our
13 conversation." Does that refer to the conversation we
14 just discussed?

14

A. That's right. Yeah.

15

16 Q. And then it says, "I did the necessary changes to
17 recitation of services in International Class 36 Section."

17

A. Okay.

18

Q. And do you remember what changes those are?

19

20 A. I don't remember specifically, but when I did it
21 'cause I file the application by myself and I'm not a
22 lawyer, so, I mean, they have their own standards how you
23 have to say classes and everything.

23

24 And that's what I think she mentioned that
25 whatever is written here has to be changed somehow and I
just did it according to be acceptable to the U.S Patent

1 AHMAD

2 and Trademark Office.

3 Q. Next paragraph it says, "I am attaching a copy of
4 my business card, advertising flyer and signed copy of
5 your email with this package."

6 A. Okay.

7 Q. Does that refer to the advertising flyer and
8 business card on the last few pages of this document?

9 A. That's right. It's flyer and the business card,
10 yeah.

11 Q. And why did you submit those two specimens to the
12 USPTO?

13 A. Because that was what I had available at the
14 moment.

15 Q. So there was nothing else available for you to
16 submit?

17 A. No, there was lot of things available at the
18 moment to submit, but when I went there on United States
19 Patent and Trademark Office and it said that as long as if
20 you have flyers and business cards, I mean, they are
21 acceptable to U.S Patent and Trademark Office.

22 Q. What else was available to submit as a specimen
23 of use at the time?

24 A. I don't remember at the moment, but there was lot
25 of things that were available at the time.

1 AHMAD

2 Q. I'm just trying to understand what's available.
3 You said there were a lot of things available.

4 A. Okay.

5 Q. Besides the business card and the advertising
6 flyer, what else might have been available?

7 A. Well, postcards.

8 Q. Anything else?

9 A. Yeah, I talk to my friends, I mean, my clients,
10 and I had my domain names.

11 Q. Do you know if a copy of the postcards that you
12 are referring to were produced to us for this case?

13 A. I don't understand the question.

14 Q. You have mentioned business cards, fliers, and
15 postcards?

16 A. That's right.

17 Q. Postcards are separate from fliers and business
18 cards?

19 A. That's right.

20 Q. What do the postcards look like?

21 A. Just like a postcard.

22 Q. Are they approximately three by five size?

23 A. I don't remember the actual size, but it's a
24 postcard when you get in the mail, just regular postcard.

25 Q. Do you know if they were photocopied and copies

1 AHMAD

2 were given to us for this case?

3 A. Yes, we have provided all the documents to you
4 guys. And if you check your documents, you will find the
5 postcards there.

6 Q. Thank you.

7 A. You're welcome.

8 Q. Can you please turn to the flyer? What type of
9 services are you advertising here?

10 A. Any services that are associated with the real
11 estate 'cause I say here "one stop for all your real
12 estate needs."

13 Q. Any other services?

14 A. Any service that are associated with the real
15 estate I provide them, so I'm not sure what other services
16 you're talking about.

17 Q. Could you please turn to your business card which
18 appears at on the next page?

19 A. Sure.

20 Q. Are you advertising any particular services here?

21 A. I provide all the services that are associated
22 with real estate: residential, commercial, land, buying,
23 selling, anything. To have a postcard is just an
24 advertisement and a connection that I give it to my
25 clients. When they call me, they can just ask for any

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services and I will provide to them.

Q. Why does it say mortgage broker under your name here?

A. Yes, because I have other cards that says real estate and this one says mortgage broker. But when I provided to them, I provided only one card, not two cards.

Q. So you have a separate set of cards that says real estate underneath instead of mortgage broker?

A. That's right, sir.

Q. When did you have those cards printed?

A. Beginning of 2005.

Q. And you had one set in the beginning of 2005 that said mortgage broker and a separate set that said real estate on them?

A. That's right. Yeah.

Q. Do you still have copies of these cards?

A. Yes, I do.

Q. Other than what you've produced to us, do you have any other documents showing that these cards were printed in 2005?

A. We give you all the documents. You guys have.

Q. Do you know where the cards were printed?

A. No, sir. I can't recall.

Q. Do you know how you paid for them? Did you pay

1 AHMAD

2 for them with a credit card?

3 A. I don't remember. I usually pay with cash.

4 Q. So you don't have a receipt for the printing of
5 the business cards?

6 A. We give you all the documents that you guys have
7 and also even these business cards copies, I mean, they
8 were asked and my lawyer give it to you guys, so you guys
9 have it.

10 Q. I understand. I just need to clarify the record.

11 A. Sure. No problem.

12 Q. The flyer on the previous page, the second to
13 last page of Exhibit 3, was this created by you or did you
14 have someone else create it?

15 A. It was created by me.

16 Q. Was this created at home on your computer?

17 A. It was created at home by my computer and also I
18 print them. I took them to a place and they did a
19 printing just like you do it for normal flyers. This was
20 just a layout.

21 Q. Is that the same computer that you have now at
22 your house?

23 A. I'm not sure. After a while, you can't use the
24 computer anyway, so I'm not sure if it's the same
25 computer.

1 AHMAD

2 Q. How many fliers have you had printed, do you
3 know?

4 A. I don't remember exact number. Could be 2,000
5 plus/minus. I'm not sure how many.

6 Q. Is that during the entire time that you've had
7 the NationStar business?

8 A. No, I print them multiple times, but I don't know
9 the exact number, how many of them.

10 Q. Your estimate of 2,000, was that just for 2005?
11 Was that for 2006? Could you just give me an approximate
12 time frame where you believe you may have printed 2,000
13 fliers?

14 A. Well, I would say, I mean, I don't know exact
15 year how many I print, what year, right, but I did print
16 many of them. More than 2,000 I would say. I'd say
17 plus/minus, so I don't know the exact number.

18 Q. And they were printed at some kind of local print
19 shop?

20 A. That's right. Yeah.

21 Q. Do you remember where?

22 A. I don't remember. Some of them I produce on my
23 computer and some of them were printed outside.

24 Q. Do you remember how you paid for the printing
25 outside?

1 AHMAD

2 A. No, I don't remember, sir.

3 Q. So you don't know if you wrote a check or used
4 your credit card?

5 A. I don't remember what kind. Of course, I paid,
6 but I don't remember.

7 Q. If you had a receipt, you would have produced it
8 to?

9 A. I think we give all the receipts that you guys
10 have.

11 Q. In the bottom left-hand of this flyer, it says
12 created for fall 2005.

13 A. Okay.

14 Q. Did you put that there?

15 A. Yes, I put that there. Yeah.

16 Q. Do you remember why you put that there?

17 A. Yeah, because when I produced the flier, I
18 produce for different time and just for me to know when
19 did I create it, I always put the time frame.

20 Q. Did you change the flyers over time for different
21 periods of time?

22 A. Yes, I did.

23 Q. What types of things did you change?

24 A. Well, I don't remember what kind of things did I
25 change, but I change it from time to time, yeah. From the

AHMAD

beginning of 2005, I change from time to time. Or sometime even if it was not changed, the date has been changed so could be the same thing, could be changed, could be not. I'm not sure exactly what kind of things I change I make.

Q. Referring back to your Exhibit 1, which is your trademark application, you filed this on April 20, 2006?

A. That's right.

Q. But you started your business approximately a year before. Is that what you said?

A. More than a year before, beginning of 2005.

Q. Was there a reason that you waited until April 20, 2006, to file your trademark application?

A. No, there is no reason.

(Deposition Exhibit Number 4 was marked for identification by the reporter.)

Q. For the record, Exhibit 4 is a document entitled, "Applicant's Responses to Opposer's Request For Admissions," and the date on the final page of the document is August 24, 2007.

Do you recognize this document, Mr. Ahmad?

A. Yes, I do. Yeah.

Q. I'm not asking you for any attorney-client privilege conversations, but did you assist your attorney

1 AHMAD

2 in supplying information for these responses?

3 A. Whatever she asked, yes.

4 Q. In the second line of this document, under the
5 title, it refers to applicant Mujahid Ahmed, A-h-m-e-d.
6 That appears to be a misspelling of your name, but does
7 refer to you; is that right?

8 A. That's right. Yeah.

9 Q. On page 4 of the document, Request No. 12, it
10 says "Applicant is not licensed or registered with any
11 state to offer mortgage brokerage services," and
12 underneath it says deny.

13 A. Okay.

14 Q. Can you tell me the basis of that denial?

15 A. I'm not sure what is the basis of that. You have
16 to ask my lawyer.

17 Q. Okay. So you don't know?

18 A. No, of course I know, but I'm not a lawyer.

19 Q. Do you know if at the time you filed your
20 application that is the subject of this proceeding you
21 were licensed to offer mortgage brokerage services
22 anywhere?

23 A. I was providing all kind of services associated
24 with the real estate transaction since beginning of 2005.

25 Q. Were you licensed to offer mortgage brokerage

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services at the time?

A. I'm not sure. Even if I'm not license, I can still provide mortgage brokerage services under the name of NationStar.

Q. Do you know if a license is required to offer mortgage brokerage services?

A. Because we have business association with different companies. So if we cannot produce any kind of loans, some other brokerage companies they have relationship with the lenders, so we can go to them and they will produce it.

Q. Okay. You don't know if you had a mortgage brokerage license at this time?

A. I'm not sure. I mean, what is the date of this?

Q. Now I'm referring to the time you filed the application itself; in April of 2006.

A. I was licensed.

Q. You were licensed at the time?

A. As a real estate agent, yeah.

Q. Were you licensed to offer mortgage brokerage services at the time?

A. At that time I'm not sure.

Q. Would it be in the documents if you were?

A. We give you all the documents. You guys have it,

AHMAD

1
2 yeah.

3 Q. So you may have been offering mortgage brokerage
4 services prior to obtaining an actual license, if you did
5 obtain one?

6 A. Yeah. You can provide all kind of services as
7 long as it is fiduciary services to your customer. You
8 can provide those services if it's a manager of real
9 estate or if it's mortgage services. And if you are real
10 estate agent, you can provide all kinds of services
11 associated with the real estate.

12 Q. So I'd like to refer you to the next page of this
13 document, Request No. 13, and the denial there. It says
14 "Applicant has not advised borrowers or connected
15 borrowers with lenders in association with the NationStar
16 trademark." And then it says denied.

17 A. Yeah. Once again, you have to ask this question
18 for my lawyer. And also, like I say, I was providing all
19 services under the name of NationStar since beginning of
20 2005.

21 Q. When you say "all services," what do you mean?

22 A. All services associated with real estate. The
23 one that I mention in my United States Patent and
24 Trademark application.

25 Q. But were you providing advice to borrowers or

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connecting borrowers with lenders prior to filing your application?

A. That's right. Yeah.

MR. SMITH: Can we take a five-minute break?

MR. REA: Yes.

(Whereupon, a recess was held.)

MR. SMITH: I'd like to mark this as Exhibit 5, please.

(Deposition Exhibit Number 5 was marked for identification by the reporter.)

Q. For the record, Exhibit 5 is "Applicant's Responses to Opposer's First Set of Document Requests to Applicant," and includes a document production which was attached.

Do you recognize this exhibit, Mr. Ahmad?

A. Yes, sir; I do.

Q. Did you review it before your attorney sent it to us?

A. Yes, sir.

Q. On page 4 of the document, in response to Document Request No. 4, second sentence says, "There are no documents regarding mortgage transactions that show the NationStar mark." Do you see that?

A. Talking about response to number four?

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Q. Yes.

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A. Okay.

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Q. Is that accurate?

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A. There are documents and we provide you with all those documents under the name of NationStar.

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Q. But this statement says there are no documents regarding mortgage transactions that show the NationStar mark.

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A. It must be a typo. I'm not sure.

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Q. So you believe this is incorrect?

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A. Well, again, I mean, you have to ask my lawyer why she put it there, but every transaction that I did, I did it under the name of NationStar and we give you all the documents.

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Q. Why don't we go to the documents that are attached, the objections that were part of Exhibit 5. You can see there's a set of documents that have Bates numbers in the bottom right-hand corner. First one is APP0001.

20

A. Okay.

21

Q. And the last one is APP0052. Do you see that?

22

A. That's right. Yeah.

23

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Q. The first three documents produced here, are these your business cards?

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A. That's right. Yeah.

1 AHMAD

2 Q. And all three of them say mortgage broker
3 underneath your name. Do you see that?

4 A. That's right. Yeah.

5 Q. Do you know why no business cards showing real
6 estate or something else were produced to us?

7 A. Well, business card -- like I say, I have two
8 business card. One says mortgage broker, another says
9 real estate. The documents that I give to my lawyer, most
10 of these cards is just contact to me under the name of
11 NationStar. And I provide both services; real estate and
12 mortgage services.

13 When a person contact me under the name of
14 NationStar, if he wants to buy, he wants to sell, he wants
15 to refinance, anything, I provide services to him. Even
16 though it says mortgage broker here, it doesn't
17 necessarily mean that I provide only mortgage broker
18 services.

19 Q. Okay. So which real estate or which business
20 card do you normally hand out?

21 A. Depends on the client.

22 Q. Do you carry both of them with you?

23 A. That's right.

24 Q. And do you hand out whichever one depending on
25 the particular client you're talking to?

1 AHMAD

2 A. That's right.

3 Q. Do you have a copy of the business card that says
4 real estate on it with you today?

5 A. Can I talk to my lawyer first?

6 Q. Sure. Go right ahead.

7 MR. SMITH: Do you mind if we use this as an
8 exhibit or would you like us to have a photocopy?

9 MR. REA: You can use that.

10 MR. SMITH: Okay. Mark Mr. Ahmad's business card
11 that says realtor on it as Exhibit 6.

12 (Deposition Exhibit Number 6 was marked for
13 identification by the reporter.)

14 Q. Mr. Ahmad, could you please briefly tell us what
15 Exhibit 6 is?

16 A. Exhibit 6 is my business card that says
17 NationStar Real Estate.

18 Q. Is that your current business card?

19 A. Yes. Both of them are current; the one that you
20 have and also this one.

21 Q. When you say "the one I have," referring to the
22 one we were looking at as part of Exhibit 5?

23 A. The one that says APP002. That one, yeah.

24 Q. Do you know when the business card that appears
25 at APP002 was created?

1 AHMAD

2 A. In the beginning of 2005, both of them.

3 Q. When you say "both of them," are you saying that
4 Exhibit 6 was created in the beginning of 2005 as well?

5 A. That's right. Yeah.

6 Q. Back to Exhibit 5, there are separate copies of
7 business cards appearing at APP001, 002, and 003. Do you
8 see those?

9 A. Yes, I see them.

10 Q. Do you know if there's any difference between
11 each of these business cards?

12 A. Yeah, I see a difference. It's just different
13 layout.

14 Q. Was a different layout used each time you printed
15 a new set of cards?

16 A. Maybe. I'm not sure. Because the cards -- you
17 can see they're different styles. So when I make copies
18 of them, that's how it came out. And I'm not sure, maybe
19 my lawyer made copies of it. Maybe this is how it came
20 out.

21 Q. So you don't know if these are different versions
22 of your business card or why these are all a little bit
23 different?

24 A. I mean, from the look of it, one has, I mean,
25 line. I'm not sure how it came out, but could be

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2 different cards, yeah.

3 Q. I'd like to refer you to the flyer at APP004.

4 A. Okay.

5 Q. And it says December 2004 in the bottom left-hand

6 corner?

7 A. Okay.

8 Q. Did you put that there?

9 A. Yes, sir; I did.

10 Q. Do you remember when you put December 2004 on

11 this flyer?

12 A. I'm not sure. Maybe in December when I create

13 it.

14 Q. And the next flyer on APP005 says April 2005?

15 A. That's right.

16 Q. Do you know whether this flyer is any different

17 from the one that appears at APP004?

18 A. I believe it's the same thing. It's just

19 produced by.

20 Q. Do you know why the date is different?

21 A. Yeah, because just for my record, when I give to

22 my clients like when I advertise it.

23 Q. Do you know who the April 2005 flyer was given

24 to, which clients?

25 A. No, I don't have any control to who it was given

1 AHMAD

2 to 'cause I always give a bunch of it to my clients and
3 also keep it in those -- I mean, grocery stores and
4 everything, so anyone can pick it up.

5 Q. So in addition to grocery stores, you would hand
6 a bunch of the fliers to a client as well?

7 A. No, sir. I would just give one or two when I
8 meet them just to tell them what services we offer.

9 Q. Can we look at the flyer that appears at APP005?

10 A. Okay.

11 Q. Are you advertising real estate brokerage
12 services on this flyer?

13 A. I'm advertising, I say in my flier, says, "one
14 stop for all your real estate needs." So anything that is
15 associated with real estate transaction I provide those
16 services.

17 Q. Are you offering rental of real estate services
18 anywhere on this flyer?

19 A. I provide rental services, but I'm not sure if it
20 says right here because, like I say, when I meet with the
21 client, the client only need advertising material to come
22 to me and then I ask what their needs are.

23 Q. I'm trying to understand your advertising and
24 which services you contend you were advertising.

25 Are you offering real estate management services

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anywhere on this flyer?

A. I offer all the services that are associated with real estate under the name of NationStar: buying, selling, refinancing, residential, commercial, land, anything, could be management, could be renting, could be buying, could be selling, anything.

Q. But is there anywhere where you're specifically offering real estate management services on this flyer?

A. Well, the flier is just a small flyer, so I cannot put everything there.

Q. Is there anywhere that you're offering real estate investment services on this flyer?

A. I do provide all the services of real estate and that comes investment also. It is just advertisement. I mean, you give your business card, your flier to people and they can come ask for any services they can ask for.

Q. What about residential and commercial property and insurance brokerage services on the flyer; do they appear anywhere on this flyer?

A. I say "one stop for all real estate needs," so everything comes under that, either it's insurance, finance, management, brokerage, real estate, anything, I provide with this flyer because it says "one stop for all your real estate needs."

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Q. When you created this flyer, was there any reason you didn't specifically list all of the services that you were capable of providing on the flyer itself?

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A. Well, I mean, like I say, there is no space to put everything there. Advertising just advertising. When you see advertising of AT&T, do they say what kind of services they offer? They only tell you just come to our store, we'll give you something.

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Q. Do you have any fliers for NationStar Real Estate, Inc. as different from NationStar Mortgage, Inc.?

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A. I don't know. I'm not sure.

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Q. If you had, you would have provided them to us already; is that right?

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A. Whatever we give to you, I give it to my lawyer and my lawyer give it to you. These are the documents that we had.

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Q. Okay. On the next flier, APP006, it says October 2005. This appears to be very similar or the same to the other fliers we just looked at; is that right?

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A. That's right.

Q. Was there ever a time where you created an entirely different or entirely new flier prior to April of 2006?

A. I created most of these fliers with a different

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time beginning with January 2005 and I might have produced different ones. I might have produced the same one with a different date because I'm only one person. I'm not big entity.

Q. I'm trying to determine if there was a flier that was destroyed that you no longer have that had something completely different from what's on here. I want to make sure these are all the fliers that you distributed at this time?

A. I don't know.

Q. But you don't have any copies of anything else?

A. Well, we give you all the documents that you guys have. Especially like if you see on APP0007, on the next document, this is the postcard that you were asking me, and it says real estate right there.

Q. Okay. So let's turn to that document, APP0007. What exactly is this?

A. It's a NationStar and it says real estate.

Q. And this is a postcard?

A. Postcard, yeah.

Q. What was the postcard used for?

A. For advertising.

Q. Do you still use a postcard similar to this?

A. From time to time, yeah.

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Q. How many of the postcards did you send out prior to April of 2006?

A. I don't remember how many.

Q. Do you remember approximately how many?

A. No, I don't know, but I mailed out a lot.

Q. Do you remember who they were mailed to?

A. To my clients.

Q. Were they mailed to perspective clients as well?

A. I'm not sure. I mean, I give these cards. I mean, I mail it out to anyone that is interested. Even if it's not interested, I just send it out with regular mail that I do, but these things are very expensive to mail out. It's not that cheap, so you have to do it from time to time. You cannot to it every day.

Q. Did you create these postcards yourself?

A. No. I went to a place like business and they did it for me.

Q. Do you remember where?

A. No, sir; I don't. It's been a while. It's 2005.

Q. Do you remember how you paid for the postcards?

A. No, sir; I don't know.

Q. There's an email address that says mak35@mrisc.com?

A. That's right.

1 AHMAD

2 Q. Is that your email address?

3 A. That's also my email address, right.

4 Q. So in April of 2006, when you filed your
5 application, you had this email address and the NationStar
6 Mortgage email address and also the Yahoo address as well;
7 is that right?

8 A. My emails are very old and I started using them
9 from time to time beginning of 2005.

10 Q. When you say "your emails are really old," what
11 do you mean; your email addresses?

12 A. Yeah, I've been using for long time. That's what
13 it means.

14 Q. Do you still have this mak35@mrisc.com email
15 address as well?

16 A. I believe I do, yeah.

17 Q. Did you search your emails for document
18 production for this case?

19 A. I do not understand the question.

20 Q. Did anyone ask you to look at your emails for
21 correspondence concerning use of the NationStar mark for
22 this case?

23 A. No, sir.

24 Q. Do you know if you have any emails showing use of
25 the NationStar mark prior to April 2006?

1 AHMAD

2 A. Most of these emails I used for my NationStar.

3 Q. Right. But you didn't produce any emails in this
4 case showing use of the NationStar mark; is that right?

5 A. What kind of mark? I don't understand. Why
6 would I have a mark in my email address?

7 Q. Okay. I'd like to flip to APP 008. Who is Ikram
8 Danish?

9 A. That's my client.

10 Q. Do you remember why you were writing Mr. Danish?

11 A. Yeah, because they're prospects and I have to
12 send these letters to them just to make sure they're
13 interested any time in the property they can contact me
14 and I can help them with any real estate transaction.

15 Q. How do you know Mr. Danish?

16 A. Just a client.

17 Q. Did you actually conduct any real estate
18 transactions with him?

19 A. Yes, I did.

20 Q. What type of real estate transactions did you
21 conduct?

22 A. Real estate, his residential house. You have all
23 the documents that we provide to you and it says
24 specifically his name, what kind of services I provide to
25 him.

1 AHMAD

2 Q. Did you send out a general mailing to numerous
3 prospective customers or just the letters that we have
4 here from APP008 through APP0012?

5 A. I send out general to multiple clients, but these
6 are the ones that I was having when I give to my lawyer.

7 Q. So these are the ones that you saved?

8 A. No. These are the ones that I found at the time
9 when my lawyer ask me about the documents.

10 Q. And this is your signature right here above your
11 name?

12 A. That's right.

13 Q. And the same is true for the documents that
14 appears at APP009 through 12; is that right?

15 A. That's right. Yeah.

16 Q. Did you solicit these customers for anything
17 other than the purchase of residential commercial and land
18 properties as stated here in your letters?

19 A. Any transaction that is associated with real
20 estate, if it is commercial, residential, if it is finance
21 for their business, commercial property, for residential
22 property, anything, renting their house, managing their
23 house, anything.

24 Q. But you didn't specifically say real estate
25 management in this letter here?

1 AHMAD

2 A. Yeah, but I don't have to say, I mean, what kind
3 of services I'm offering. It's a general letter I write
4 to them that I will be helping with anything that you are
5 interested in.

6 Q. Could you turn to APP0013, please?

7 A. Okay.

8 Q. Do you know what this is?

9 A. Yes, I know.

10 Q. What is this?

11 A. These are all the transactions that I did.

12 Q. Here in the document it lists your name, Mujahid
13 Ahmad? Did I pronounce your name correctly?

14 A. That's right. Yeah.

15 Q. And then it says listings found, nine; for the
16 period 1-1-2005 to 12-31-2005?

17 A. That's right.

18 Q. And there's a list of transactions underneath?

19 A. That's right.

20 Q. Can you tell me specifically are these real
21 estate sales?

22 A. That's right. Yeah.

23 Q. Is there any other services associated with these
24 real estate transactions?

25 A. Yeah. I mean, I cannot tell you specifically

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what kind of services associated with each of them, but

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most of them have different services related to real

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estate transactions.

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Q. For the property listed at 6401 Pioneer Drive, it

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says sold date February 10, 2005. It lists you as selling

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agent. Do you see that?

8

A. Okay. That's right. I see that, yeah.

9

Q. So were you the selling agent for this property?

10

A. I was the buyer's agent for this property.

11

Q. You were buyer's agent?

12

A. Yeah.

13

Q. Were you an agent for First American at the time?

14

A. My client came to me as NationStar, right, and I

15

brought them this property under NationStar.

16

Q. How do you know your client came to you under

17

NationStar?

18

A. Yeah, because through word of mouth, through

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business card, and through referrals.

20

Q. Do you remember the name of this client?

21

A. I'm not sure, but I believe I do.

22

Q. What do you think the client's name is?

23

A. On top of my head -- well, I don't remember it

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now, but I will tell you when I remember it. I know the

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guy.

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Q. Do you remember how you first encountered this client?

A. Yeah. He came to me through referral. He heard from some of his friends that I was doing real estate and he was trying to buy a house and that's how he came to me, and I helped him to buy property.

Q. Did he call you?

A. Yes, he called me. His name is Niazi.

Q. Can you spell that, please?

A. N-i-a-z-i.

Q. Is that his last name?

A. I'm not sure.

Q. Do you know if he visited your website or saw one of your fliers?

A. I'm sure he did.

Q. What makes you sure?

A. Yeah, because came to me through friends and through my other clients that they knew that I was doing real estate and I was offering real estate services to all my clients, and he was interested to buy property and he called me. I met with him. I ask him specific question what kind of thing he need and we did the transaction.

Q. Were you an agent for First American also at this same time?

1 AHMAD

2 A. That's right. Yeah.

3 Q. So would your client have also encountered you as
4 an agent of First American?

5 A. No, because I do not advertise my services under
6 the name of First American Real Estate.

7 Q. Other than acting as Mr. Niazi's real estate
8 broker, do you remember if you provided him any other
9 services?

10 A. Anything that has to do with real estate. I'm
11 not sure what kind of services, but if he has any problem
12 in the house, he would call me after that. I will provide
13 the services.

14 Q. You see several other transactions listed here
15 for year 2005?

16 A. Okay.

17 Q. You acted as the real estate broker in each one
18 of these transactions; is that correct?

19 A. I acted as real estate agent and also under the
20 name of NationStar Mortgage. All of these clients came to
21 me under the name of NationStar.

22 Q. But you were an agent for First American under
23 this time as well?

24 A. That's right. Yeah.

25 Q. Do you know if you provided any other specific

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services to any of these other clients other than as their
real estate agent for these transactions?

A. What kind of specific service?

Q. Any other services other than real estate agent
services?

A. Of course I did because when I advertise my
services, I says "one stop for all your real estate need."
It has to be, I mean, management, insurance, finance, real
estate brokerage, mortgage brokerage, any services that
that they might need.

Q. Do you have any invoices or any documents showing
these other services you provided?

A. We give you all the documents. Most of these
transactions that I produced we give you all the
documents.

Q. Can you please turn to the next page? Can you
tell me what this is, please?

A. Yeah, it's transactions from 1-1-2006 to
12-31-2006.

Q. And there are two transactions listed here under
your name; is that right?

A. That's right. Yeah.

Q. And it shows you as an agent for these two
transactions?

1 AHMAD

2 A. That's right. Yeah.

3 Q. Are there any other transactions that should be
4 listed here that aren't?

5 A. I'm not sure. It depends on the system whatever
6 they put there or not. I don't have any control of that.

7 Q. Do you know what system this report came out of?

8 A. I think it says on the record; MRIS.

9 Q. What is MRIS?

10 A. Multiple listing system.

11 Q. So MRIS stands for -- is it actually MRLS;
12 Multiple Real Estate Listing System? Is that what the
13 acronym stands for, do you know?

14 A. No, sir. MRIS stands for Multiple Regional
15 Information System.

16 Q. And the --

17 A. It could be multiple or could be metropolitan;
18 depends.

19 Q. And this is a printout from that information
20 system?

21 A. I believe so, yeah.

22 Q. Did you supply this printout?

23 A. I'm sure I did. If I give it to my lawyer, then
24 I gave to her. Yeah.

25 Q. Just to be clear, it's your recollection that the

1 AHMAD

2 printouts at APP0013 and 0014 from the MRIS system are
3 accurate to the best of your knowledge and you printed
4 them out yourself?

5 A. I believe so, yeah.

6 Q. Are you aware of any other transactions in 2006
7 that you believe should be included on this list that are
8 not?

9 A. I believe so. I mean, sometime transaction
10 happens that doesn't go through all the way. So sometime
11 they put. Sometime they don't put it. Everything depends
12 on the system, whatever they are required to put there.

13 Q. The two transactions that are listed here on
14 APP0014, did you provide any services other than real
15 estate agent services to these customers?

16 A. Yes, I provide all kind of services to them under
17 the name of NationStar, whatever they ask for. These are
18 real estate transaction. It might show there is one
19 transaction, but I did a lot of things and more in one
20 these things. Can be insurance, can be commercial
21 property, can be, I mean, anything that you can think of.

22 Q. If we were to go down the list of APP0013 and
23 0014 of all of these transactions, would you be able to
24 specifically tell me with respect to each transaction what
25 services you provided for each one of these customers

AHMAD

other than real estate agent services?

A. I give you all those documents. I give to my lawyer. He will give it to you guys and it says specifically what kind of services I provide to them and you guys have those documents.

Q. So we would have to refer to the document to figure that out?

A. I believe so, but I'm not sure how you do your work.

Q. I'm trying to understand what it is you recall. I know that's transactions were several years ago.

A. That's right.

Q. But do you recall any specific services that you provided to any of these customers on this list other than the real estate agent services that are listed here?

A. Yeah, most services that I provide, a client ask me any service and I'm ready and able to provide those services to them. Either they want me to refinance the house for them, I can do it. They want to take equity from the house, I will do that. If they want to sell the house, I will do it.

If they want to buy the house, I will do it. If they want to manage it, rent it, finance it, anything, I will do for them because my service is one stop services

1 AHMAD

2 for all real estate needs.

3 Q. I understand that. What I'm trying to determine
4 is if you have any specific recollection for each of these
5 transactions?

6 A. I'm not sure because, once again, we provided you
7 with the documents, and I think it says clearly what kind
8 of services I provide to them.

9 Q. So you're not specifically sure with respect to
10 any of these transactions what you may have specifically
11 provided?

12 A. We give you the documents and it says
13 specifically.

14 Q. Could you please turn to APP0015?

15 A. Okay.

16 Q. Through APP0023.

17 A. Okay.

18 Q. There are several pages which are titled at the
19 top "Settlement Statements"?

20 A. Okay.

21 Q. Can you tell me what these are?

22 A. These are most transactions that you saw
23 previously. The documents that you showed to me.

24 Q. Are you saying that these are the settlement
25 statements for the transactions listed on 0013 and 0014?

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A. I believe so, yes.

3

Q. On page APP0015, it says name of borrower?

4

A. Okay.

5

Q. Farzana Shaheen, was that your client?

6

A. Yes. The name that I told you; Niazi, she's the

7

wife.

8

Q. What does this settlement statement present?

9

A. It represent real estate transaction.

10

Q. Why would it be in your files?

11

A. Because any transaction that I do, I would like

12

to have copy of it.

13

Q. Do you remember what your specific involvement

14

was in this particular transaction represented here on

15

APP0015?

16

A. Yeah. My client Niazi, he came to me under the

17

name of NationStar, and then I ask him specific questions.

18

He told me his needs, what he wants to do and what kind of

19

property he wants to buy, and I helped him to buy

20

property.

21

Q. Is that the property here, 6415 Pioneer Drive?

22

A. I believe so.

23

Q. Can you tell me your specific involvement in the

24

transaction that represents APP0016?

25

A. Yeah. Once again, real estate transaction and my

1 AHMAD

2 client, he came to me under the name of NationStar
3 Mortgage and I helped him to do this transaction, buy him
4 a house.

5 Q. Do you know if Mr. Hussain encountered the name
6 First American while he was working with you?

7 A. I don't think so.

8 Q. How do you know he came to you under the name of
9 NationStar?

10 A. Because only services that I advertise is under
11 NationStar.

12 Q. When you say "advertise," you're referring to the
13 website and the --

14 A. Website, fliers, business card, word of mouth,
15 through friends, referrals, anything.

16 Q. So the documents that we see here in Exhibit 5
17 and the referrals and word of mouth that you're speaking
18 to?

19 A. Whatever materials that you guys have on file
20 that we produced to you guys for advertising purposes,
21 yes.

22 Q. Did you have the same involvement in the
23 transactions represented at APP0017 through APP0023?

24 A. All these clients came to me, once again, under
25 the name of NationStar and I helped them with multiple

1 AHMAD

2 services related to real estate transactions.

3 Q. Mr. Ahmad, I'd like to refer you to the document,
4 page APP0024 and 25.

5 A. Okay.

6 Q. Can you tell me what these two pages are?

7 A. These are the, I believe, the printout of my
8 website.

9 Q. In the bottom right-hand corner, it says
10 8-1-2007. Do you see that?

11 A. That's right.

12 Q. Does that refresh your recollection when you may
13 have printed these out?

14 A. I'm not sure, but these are -- I mean, they're
15 printed out of my website.

16 Q. To the best of your recollection, is this what
17 your website looked like in August 1st, 2007?

18 A. I change it from time to time and I'm not sure if
19 it look like exactly the same or it was because when you
20 print it, it looks different. When you see it online,
21 it's different.

22 Q. Would this printout also be an accurate
23 representation of what your website looked like at the
24 time you filed your trademark application that is the
25 subject of this proceeding?

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A. I believe so, yeah.

3

4

Q. What services are you offering on these website printouts?

5

6

7

A. Once again, all services because it says right there, "one stop for all your real estate and mortgage needs."

8

9

10

Q. Were these the same services that you were offering at the time you filed your application on your website?

11

12

13

A. I was providing all real estate services related to NationStar Mortgage before I file my application since January beginning of 2005.

14

15

16

Q. Let me ask you again because my question wasn't clear. Were you referring and advertising the services on your website at the time that you filed your application?

17

18

19

A. I'm not sure, but I was advertising it if not through website through other means, business card, fliers, word of mouth, through referrals.

20

21

22

23

Q. So you're not sure whether you were offering all of these services in your trademark application on your website at the time that you filed your trademark application?

24

25

A. No, I'm sure. When I file my trademark application with the United States Patent and Trademark

1 AHMAD

2 Office, I was offering all the services way before that
3 date that I file my application.

4 Q. Yes. I don't want to confuse you. Let me
5 restate.

6 But you're not sure that you're offering all the
7 services on your website at the time you filed your
8 application?

9 A. No, I'm sure that I was offering all the services
10 because it says "one stop for all your real estate needs."

11 Q. Do you know if you were specifically listing real
12 estate brokerage services on your website at the time that
13 you filed your trademark application?

14 A. No, sir. I was providing all the services as it
15 says right here "one stop for all your real estate needs."

16 Q. Do you know if you were specifically listing the
17 services that are actually described in your trademark
18 application on your website at the time that you filed
19 your trademark application?

20 A. I did this website by myself and I'm not an
21 expert on how to do, I mean, prepare website. I did the
22 best that I could at the moment.

23 Q. But you don't know whether you were actually
24 listing the services in your trademark application on your
25 website at the time?

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2 A. No. When I say my application with the United
3 States Patent and Trademark, I knew exactly what kind of
4 services I was offering to my clients.

5 Q. I'm just trying to focus in on what was listed on
6 your website because we don't have an earlier printout.

7 A. Yeah, all services that I was providing. I mean,
8 all the services that I said in my application of United
9 States Patent and Trademark Office, I was offering it
10 through website, through fliers, through everything.
11 Because when I say "one stop for all your real estate
12 needs," it means any transaction that has to do with real
13 estate.

14 Q. I'm just trying to be clear what was actually
15 listed on your website. Was the listing of services that
16 appeared in your application, was that same listing of
17 services on your website at the time you filed your
18 application?

19 A. I believe so. I'm not sure because I don't
20 remember when I prepared my website, but I said that I --
21 see, website is just another means of advertising. It is
22 not the whole advertisement.

23 Q. When you say "you believe so," are you referring
24 to this line you discussed earlier "one stop for all your
25 real estate and mortgage needs?" Is that what you're

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referring to?

A. Yeah, that's what it says right here. And I'm just looking at page APP0024. And if this is a printout of my website, it says right there. "One stop for all your real estate needs."

Q. So it's that line there that you're referring to that list the services -- that refers to the services in your trademark application?

A. No, sir. The services that I stated in my United States Patent and Trademark application, it says clearly what kind of services I will be doing.

Q. Yes.

A. Yeah.

Q. I'm just trying to understand if those services were ever listed on your website specifically or if you're referring to your general "one stop for all your real estate and mortgage needs" as offering those services?

A. I'm not sure because I don't remember. It's too old, so how would I remember?

Q. Do you recall whether you changed your website?

A. I believe I did, yeah.

Q. Would you have taken services that you were offering off your website?

A. No, sir. I'm not sure. But I change from time

1 AHMAD

2 to time. Sometime thing goes wrong with the website, you
3 have to fix it.

4 Q. Do you recall any of the specific changes you've
5 made over the years?

6 A. No, sir; I don't know.

7 Q. Do you recall whether you've changed the wording
8 concerning what services you're offering on your website
9 from time to time?

10 A. I don't remember, sir.

11 Q. And you are the sole person responsible for the
12 content of your website; is that right?

13 A. That's right. I'm the one who created it, yeah.

14 Q. Can you tell me what APP0026 is?

15 A. Yeah. These are, again, mailings that I sent to
16 my clients.

17 Q. It's a letter that you sent to one of your
18 clients?

19 A. That's right.

20 Q. Do you remember if you conducted any transactions
21 with Mrs. Leon?

22 A. All the documents that we give to you, it says
23 specifically what I did for her.

24 Q. Please look at APP0027. What is this?

25 A. This is what they call 1099 from First American

1 AHMAD

2 Real Estate.

3 Q. What is it for?

4 A. What is it for? Because I'm a real estate agent
5 with them.

6 Q. Does it represent payments to you for real estate
7 commissions?

8 A. That's right.

9 Q. Is APP0028 the same thing?

10 A. That's right.

11 Q. But for a different year, for 2006?

12 A. I believe one is 2006 and another one is 2005,
13 yeah.

14 Q. Can you look at APP0029. What is this?

15 A. It's a listing from 01-01-2007 to 12-31-2007, a
16 list of transaction that I did.

17 Q. And what was your role in this transaction?

18 A. My client came to me, once again, as name of
19 NationStar and I helped him to do a real estate
20 transaction.

21 Q. Were you an agent of First American at this time?

22 A. Yes, I was.

23 Q. What is APP0031?

24 A. That's license from the Commonwealth of Virginia.

25 Q. To engage in business as a mortgage broker; is

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that right?

A. That's right.

Q. The license is dated October of 2006?

A. That's right.

Q. Did you have a license prior to October 2006 to engage in business as a mortgage broker in Virginia?

A. In Virginia, I was a real estate agent as independent contractor with the First American Real Estate. And also most of my clients that came to me under the name of NationStar, I was taking them to different business association that they were having mortgage broker licenses.

Q. Did NationStar Mortgage, Inc. have a license to engage in business as a mortgage broker prior to October 2006 in Virginia?

A. No.

Q. Can you tell me what APP0032 is?

A. This is license from State of Maryland.

Q. Is this a mortgage lender's license?

A. I believe so, yeah.

Q. See here the effective date is February 28, 2007?

A. Okay.

Q. Did NationStar Mortgage, Inc. have a license in Maryland as a mortgage lender prior to this date?

1 AHMAD

2 A. Once again, I mean, most of these licenses that
3 you are referring to, mortgage broker license in Virginia,
4 mortgage broker license in Maryland and also in D.C.,
5 which is going to be come up next, I believe so. It takes
6 a long time. It's not easy process. You have to apply.
7 You have to wait for them. They check your background and
8 everything and then after that they give you license.

9 So even though -- in my case, I was a real estate
10 agent since 2004 and I was producing even mortgages and
11 also any transaction real estate, commercial and
12 residential. And if I don't have a license but people
13 come to me as NationStar, I can always take them to my
14 associates. They will have a license and I can do the
15 transaction with them because they were licensed properly.

16 Q. So back to my question. NationStar Mortgage,
17 Inc. did not have a license as a mortgage lender in
18 Maryland prior to February 28, 2007; is that right?

19 A. I have a license as a real estate agent prior to
20 this date with them, but the lender license, no.

21 Q. What is APP0033?

22 A. That's, again, license from District of Columbia,
23 Washington, D.C.

24 Q. Valid for March 16, '07, through June 30, '08; is
25 that right?

1 AHMAD

2 A. I believe so, yeah.

3 Q. Does NationStar Mortgage, Inc. have a mortgage
4 broker or mortgage lender's license in any state other
5 than Maryland, D.C., or Virginia?

6 A. No, sir.

7 Q. Has it ever had such a license in any state other
8 than those three locations?

9 A. No, sir.

10 Q. Please look at APP0034.

11 A. Okay.

12 Q. Can you tell me what this is?

13 A. Yeah. It's a license from the Commonwealth of
14 Virginia once again.

15 Q. It says "real estate boards salesperson's
16 license"?

17 A. That's right.

18 Q. So is this your real estate license?

19 A. This is my real estate license with the State of
20 -- with the Commonwealth of Virginia, yeah.

21 Q. Do you know when it was granted to you?

22 A. Yeah, September 2004.

23 Q. Have you renewed this license?

24 A. Multiple times.

25 Q. It says here it expired on September 30, 2008?

1 AHMAD

2 A. Every state has different rules and regulation
3 how they expire the licenses and then you have to renew
4 it.

5 Q. The license says "post in a conspicuous place."
6 Did you post this license in a conspicuous place?

7 A. It's not my job to post it. It's the job of the
8 broker.

9 Q. Which broker?

10 A. First American.

11 Q. So First American would post this license in a
12 conspicuous place?

13 A. I believe so, yeah.

14 Q. Do you visit First American Real Estate Inc.'s
15 office with your customers?

16 A. When there's a transaction, then I visit, yeah.

17 Q. What transaction?

18 A. Settle.

19 Q. So the settlement transactions that we looked at
20 earlier on APP0013 and 014 and also represented in the
21 documents earlier on some of the settlement statements,
22 you would have visited First American Real Estate office
23 with your clients in order to conduct these transactions?

24 A. Yeah, because when you are a real estate agent
25 and also you are a real estate broker or mortgage broker,

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you are not in the business of closings. Title companies are usually separate. You can choose any company you want.

Q. So what services does First American Real Estate provide for?

A. Closings. They have a title company.

Q. They're a title company?

A. Yeah.

Q. And you're a broker affiliated with that title company?

A. Any broker can be affiliated with any title condition. There is no law you that says that you have to be specifically with one. We give option to our clients and they can choose whatever they want to choose.

Q. Are they a real estate brokerage company as well?

A. I believe so, yeah.

Q. Next two pages, APP0035 and 0036; what do these documents represent?

A. Once again, transaction for my clients that came under the name of NationStar and these are the services that I provide to them.

Q. On APP0036, it lists Pak-America Corporation?

A. Which one?

Q. 0036.

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A. Okay.

3

Q. Was that one of your clients?

4

A. That's right. Yeah.

5

Q. What is Pak-America Corporation?

6

A. It's warehouse, mechanical shop, plus a
7 dealership.

8

Q. What type of dealership?

9

A. Car dealership.

10

Q. What services did you provide for them?

11

A. I help them buy a second property, commercial
12 property.

13

Q. Can you please turn to APP0037? Can you briefly
14 tell me what this is?

15

A. Yeah, it's copy of my license.

16

Q. Your real estate license?

17

A. That's right.

18

Q. Is it the predecessor to the license that appears
19 at APP0034?

20

A. Predecessor mean came before?

21

Q. Yes.

22

A. I don't think so. I think it's exact copy of it.

23

MR. REA: Different expiration dates.

24

THE WITNESS: Yeah, that's right.

25

Q. So did this refresh your recollection as to how

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often you have to renew your license?

A. The APP0037, that's previous license with different expiration date than the one we had on APP0034.

Q. And APP0034, you indicated you thought you had obtained that in 2004, I believe?

A. That's right.

Q. And just for clarification, after seeing this earlier license, are you still certain that you obtained the license at APP0034 in 2004?

A. APP0034?

Q. Yes; the one that expires on September 30th, 2008.

A. License usually have different expiration date because you -- they expire and you renew them from time to time. This one, the one that you are referring to, APP0034, the first time when I got my license, the first time, not this expiration date was 2004 September. This might be the second or third one that I have to renew it.

Q. So APP0034 is the renewal?

A. That's right.

Q. APP0038, what is that?

A. It's license from State of Maryland.

Q. Do you see the expiration date, July 13, 2007?

A. That's right. Yeah.

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Q. Do you know if this Maryland license has been renewed by you?

A. Of course, I always renew my licenses.

Q. Do you always renew them as Mujahid Ahmad from First American Real Estate, Inc.?

A. You have to. There is no choice.

Q. What do you mean "there's no choice"?

A. Yeah. Because if you are salesperson, you have to be associated as independent contractor with a broker.

Q. Is there any reason you can't associate yourself with NationStar Real Estate, Inc.?

A. I don't want to.

Q. Why don't you want to?

A. Yeah, because you need an office. You need a big force. You need a lot of money for that. I'm only one person.

Q. So First American Real Estate provides you with an office and a big force?

A. No, they do not provide me with office. It's just that they are authorized to have real estate agents. That's it.

Q. Do they provide you with advertising support?

A. No.

Q. What do they provide you with?

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A. Nothing. I provide them. When I do a transaction, they make money from me.

Q. APP0039, is that the renewal for the document that appears at APP0038?

A. Talking about APP0038 and 0039?

Q. Yes.

A. I believe so, yeah. Because one is expiration 2007 and other one is 2009, yeah.

Q. APP0041 appears to be your real estate license in the District of Columbia; is that right?

A. That's right. Yeah.

Q. And is APP0040 the renewal of that real estate license?

A. I believe so, yeah.

Q. Is there any reason that you didn't renew in the name of NationStar Real Estate, Inc.?

A. Once again, same reason that I told you earlier.

Q. That reason being -- I'm sorry. Can you please restate the reason?

A. Yeah. I mean, if you are a real estate agent salesperson, you have to be associated with a broker.

Q. What is the document that appears in APP0042?

A. It's document from NVAR, which is Northern Virginia Association of Realtors. It's certificate of

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membership.

Q. What is the document that appears at APP0043?

A. Once again, it's document from NVAR, which is Northern Virginia Association of Realtors. It's a certificate to a salesperson to produce multi-million dollar sales club.

Q. Is APP0040 the same thing?

A. It's almost the same thing, but it's not the same thing because one says first time member and another one just a certificate.

Q. What is APP00450?

A. It's printout from Network Solutions website which shows my domain name, nationstarmortgage.com, when it was created on April 2005.

Q. And what is APP0046?

A. It's second document from Network Solution that shows the website domain name, nationstarmortgage.net, and it was also produced -- was created in April 2005.

Q. Can you please look at APP0049?

A. Okay.

Q. Could you tell me what this is?

A. It's a document from Washington, D.C., District of Columbia, and it's good-standing certificate for NationStar.

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Q. What does a good-standing certificate represent?

A. Corporation.

Q. Did you file the documents necessary to obtain this certificate in the District of Columbia?

A. I believe so, yeah.

Q. Do you know when you filed them?

A. I don't know exact date, but I did, yeah.

Q. Was it around the time of March 7, 2007?

A. I believe so. I'm not sure how long it takes for them to produce it.

Q. Do you know if you filed the documents in 2005?

A. What kind of documents?

Q. The documents necessary to obtain this certificate.

A. I'm not sure about that.

Q. Do you know if you filed them in 2006?

A. I'm not sure.

Q. Do you know how APP0050 is different from APP0049?

A. Yeah. Both documents are from Washington, D.C. and one is -- the previous one, which was APP0049, is a good-standing certificate for NationStar Mortgage and the second one it's corporation. It says right there.

Q. Why did you file to obtain this certificate of

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authority in the District of Columbia?

A. Yeah, because I don't do on choice. It's their requirement. You have to have it.

Q. Have to have it for what?

A. In order for me to register my company, I mean, in D.C., they have their on rules and regulation you have to follow.

Q. Did you need this to conduct business in the District of Columbia?

A. I don't think so, no.

Q. So you needed it to register your company?

A. That's right.

Q. Register your company for what?

A. Any company that you are registering, you have to have some kind of documents from them.

Q. What is APP0051?

A. It's from Commonwealth of Virginia and it's also corporation document for NationStar.

Q. What is APP0052?

A. Again, that's from Commonwealth of Virginia and it's from State Corporation Commission, SCC.

Q. This shows that your NationStar Mortgage, Inc. was incorporated on May 19, 2006?

A. I believe so, yeah.

1 AHMAD

2 Q. Is there any reason that you did not incorporate
3 prior to this date?

4 A. Yeah, because, once again, I'm only one person.
5 I have to learn everything by myself. I'm not a lawyer
6 and I never did business before. So I was trying to learn
7 everything slowly and to do things one step at a time.

8 (Deposition Exhibit Number 7 was marked for
9 identification by the reporter.)

10 Q. For the record, Exhibit 7 is a declaration of
11 Mujahid Ahmad executed October 31st, 2007. Do you
12 recognize this document?

13 A. Yes, I do.

14 Q. What is this?

15 A. It just says, "I'm the applicant in this
16 Opposition 91177036," and it says that I started my
17 business in 2005. I have business cards printed with my
18 NationStar mark on them for purpose of promoting
19 NationStar services.

20 Q. Is this your signature at the bottom?

21 A. My lawyer sign on behalf of me.

22 Q. Did you give your lawyer permission to sign on
23 your behalf?

24 A. That's right. Yeah.

25 Q. In paragraph 2, it says, "In 2005, I had business

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cards printed with my NationStar mark on them for the purpose of promoting my NationStar services." Do you see that?

A. That's right.

Q. You don't recall where they were printed?

A. No, sir.

Q. You testified earlier that you don't know whether you paid for them with a check or credit card or cash?

A. That's right.

Q. Do you know whether you had one set printed in 2005 or more than one set?

A. More than one set.

Q. What is the basis of the 2005 date?

A. Yeah, because I started advertising my services under the name of NationStar in the beginning of 2005.

Q. It comes from your recollection? The 2005 date comes from your recollection?

A. Yeah, I know that I start beginning of 2005. Yeah.

Q. In paragraph 3, you give a good faith estimate that you spent approximately \$280 having business cards printed. Do you see that?

A. That's right. Yeah.

Q. How did you come up with the amount \$280?

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A. Like it says right there; good faith estimate.

3

It was plus/minus 280. It's not exact.

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Q. Is that from your memory?

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A. At the time, I mean, whatever I can come up with how much money I could be spending on credit cards and how much I spend in the past, so I just says good faith estimate, plus/minus 280.

9

Q. Did you consult any business records in arriving at \$280 estimate?

10

11

A. No, I just checked, I mean, how much money I could be spending on these things and I did in the past.

12

13

Q. And four, it says, "I've had fliers printed with my NationStar mark for purpose of promoting my NationStar services." Do you see that?

14

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A. That's right.

16

17

Q. Does that refer to the fliers that we looked at in Exhibit 5?

18

19

A. I believe so, that file and could be some other fliers too.

20

21

Q. What other fliers could it be?

22

A. Yeah, from time to time, the one that you have that different dates.

23

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Q. Paragraph 5 contains a good faith estimate that between December 2004 and the present you spent

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approximately \$50 copying these fliers. Do you see that?

A. That's right. It's a good faith estimate. It's not exact plus/minus.

Q. How did you come up with \$50?

A. I just came up with it because I was just thinking how much I produce and that's cause it depends. If you have cheap copies, could be cheaper. Expensive copies, could be expensive. I just came up with number 50 plus/minus.

Q. How many fliers for \$50 produce?

A. I'm not sure. Depends what business you go to.

Q. Did you consult any business records in arriving at the \$50 figure?

A. No, sir.

Q. How did you come up with the December 2004 date?

A. What December? Paragraph 5. Starting from the December, like I say, I started my business, advertising my services under the name of NationStar Mortgage early of 2005. So it could be December. Could be January. It's just a good faith estimate. I mean, it's not exact dates.

(Deposition Exhibit Number 8 was marked for identification by the reporter.)

Q. Do you recognize this document?

A. Yes, sir; I do.

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2 Q. What is this?

3 A. It says -- middle it says "Declaration Under
4 C.F.R. 2.34 in Support of Motion for Summary Judgment."

5 Q. On the second page of the document, it says it
6 was executed January 31, 2008. There's a signature there.
7 Is that your personal handwriting there?

8 A. That's right.

9 Q. Paragraph 2, it says, "Attached to Exhibit A are
10 copies of advertisements of my services promoted under the
11 NationStar mark that I distributed and posted prior to
12 April 20, 2006." It refers to flyers and letters
13 attached.

14 A. Okay.

15 Q. Are you aware of any other fliers or
16 advertisement you may have distributed prior to April 20,
17 2006?

18 A. I'm not sure. These are documents that we have
19 given to you guys, and I'm sure if there are other ones,
20 then you have it too. I mean, these are not only ones.
21 There are other ones too. This is limited letters and --
22 but we give you more documents than this one.

23 Q. You have more to give me?

24 A. No. You guys have more than whatever is here.

25 Q. When you say "we have more," you mean that you

1 AHMAD

2 have given us everything in our document production that
3 you have?

4 A. I believe so, almost everything. I mean, before
5 checking this motion for summary judgment document, you
6 showed me other documents which were different than the
7 one that --

8 Q. And that is what you were referring to?

9 A. I believe so.

10 Q. The other documents?

11 A. That's right. Could be that one or some more
12 maybe you have in the file. I'm not sure about that.

13 Q. In paragraph 3, you refer to real estate
14 brokerage, rental of real estate, real estate management,
15 real estate investment, residential and commercial
16 property, insurance brokerage, mortgage brokerage and
17 business finance procurement. Do you see that?

18 A. Yes, I see that.

19 Q. Can you show me specifically on the attached
20 fliers where these services are advertised, if they are?

21 A. Yeah. I mean, the fliers, once again, is only
22 one-page document, so I cannot put everything there and
23 also it says right there "one stop for all your real
24 estate needs."

25 I provide all these services that they are listed

1 AHMAD

2 here in paragraph 3. I'm providing all those services.
3 It says "one stop for all your real estate needs" is
4 buying, selling, refinancing, residential, commercial, and
5 any transaction that has to do with real estate comes
6 under the services that are listed here.

7 Q. So "one stop for all your real estate needs"
8 represents the services that are listed here in
9 paragraph 3 on Exhibit 8?

10 A. That's right. Yeah.

11 Q. And the services that are listed in paragraph 3
12 are not specifically listed because "one stop for all your
13 real estate needs" covers all of that?

14 A. I believe so, yeah.

15 Q. In paragraph 4, you refer to use of all of the
16 identified goods and services since as early as April 4,
17 2005?

18 A. That's right.

19 Q. What is the basis of the April 4, 2005 date?

20 A. Yeah, there is no basis for the date. Because
21 when I was filing the application with United States
22 Patent and Trademark Office, it says as early as. So it
23 never asked me did I have to put a specific date. I just
24 put it there because I started my services in January
25 beginning of 2005.

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2 (Deposition Exhibit Number 9 was marked for
3 identification by the reporter.)

4 Q. Do you recognize this exhibit?

5 A. Yes, I do.

6 Q. Is that your signature at the bottom?

7 A. Yes.

8 Q. What is this exhibit?

9 A. It says at middle of page "Declaration Under 37
10 C.F.R. 2.34 in Support of Motion to Amend Application
11 Filing Basis."

12 Q. Paragraph 2, it says, "I have had a bona fide
13 intention to use the NationStar mark in commerce in
14 connection with the services in the application since the
15 filing date." Do you see that there?

16 A. That's right.

17 Q. What do you mean by "bona fide intention to use"?

18 A. Well, this question you have to ask my lawyer.
19 She will be better to answer you.

20 Q. So you have no understanding of what a bona fide
21 intention to use is?

22 A. I know what bona fide intention, but you can talk
23 to my lawyer and she will tell you.

24 Q. At the time you filed the application in
25 April 2006 were you actually using the goods listed in the

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2 -- the goods and services listed in the application?

3 A. I was using the goods and services in my
4 application that I filed with United States Patent and
5 Trademark way before that time. I was using it since
6 beginning of 2005.

7 Q. And were you using the goods and services in
8 connection with the NationStar mark?

9 A. That's right. Yeah.

10 Q. Here you're saying you had a bona intention to
11 use the services in the application since the filing date?

12 A. Yeah. Once again, I mean, this is question that
13 you have to ask my lawyer because she's the one that knows
14 clearly than I do. And whatever the documents that we
15 provide to you, it says clearly that we were providing all
16 the services in my application that I file on the date of
17 April of 2006 way before that, starting of -- beginning of
18 2005. Because I'm not a lawyer, so I cannot answer this
19 question.

20 Q. So what I'm trying to make clear then is you're
21 not changing your statement that at the time you filed the
22 application, the goods and services listed in your
23 application for the NationStar mark were actually in use
24 by you?

25 A. Well, I would like to discuss with my lawyer. Is

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2 that okay?

3 Q. Sure.

4 (Whereupon, discussion was held off the record.)

5 MR. REA: I think what we're running into is a
6 little problem in that bona fide intention to use is a
7 very technical term and it has a very specific legal
8 meaning within the trademark application law.

9 Obviously, Mr. Ahmad is not a lawyer and he has a
10 layman's understanding of what bona fide intention to use
11 is, and I think within the context of this particular
12 document what he's saying is he's amending his application
13 to bona fide intention to use, but that is not excluding
14 his actual use or even inconsistent with his actual use of
15 the marks prior to making this declaration here.

16 So in other words, you can have actual use and a
17 bona fide intention to use. Bona fide intention to use
18 does not necessarily include actual use, but in this case,
19 both of them are there.

20 MR. SMITH: I appreciate your objection. I
21 understand that, so we have a long speaking objection now
22 on the record.

23 I'm just trying to understand is Mr. Ahmad's
24 version of the fact. He signed the declaration. I want
25 to understand your understanding and also your version of

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the facts and clarify.

Q. You testified earlier that you were actually using the goods and services listed in your application with the NationStar mark at the time of your application. I want to confirm that you're not changing that testimony based on this declaration here.

A. I'm not changing anything. I said before that I was using it, okay, way before I was filing my application. I file my application in April 2006. I was using my NationStar mark for all the goods and services that I listed in my application with the United States Patent and Trademark Office since beginning of 2005, so I'm not changing anything.

Q. What is -- do you have a layman's understanding of what you're stating here in your signed declaration in paragraph 2?

A. Yeah, because the thing is it doesn't show any date to me. What bona fide intention from what date? That's why I can't answer this question because it's not clear to me.

Q. Paragraph 2 says, "I have had a bona fide intention to use the NationStar mark in commerce in connection with the services in the application since the filing date." Do you have any understanding of what that

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means?

A. Of course. Since the filing date, I was using my mark for all the services that I listed in my application, and, I mean, the application clearly says that as long as you are using it at the date of filing, then you are okay. I was using it before that date which goes way back to the beginning of 2005. So I had my intention, I mean, to use it in the future, but I also used it in the past.

MR. SMITH: Let's go off the record.

(Whereupon, discussion was held off the record.)

Q. Mr. Ahmad, is NationStar Real Estate, Inc. incorporated?

A. Not yet. I'm doing this NationStar Real Estate is under NationStar Mortgage because you need one corporation, not both.

Q. So is NationStar Real Estate some kind of separate operating entity?

A. It's not separate. It's under the name of NationStar Mortgage.

Q. And NationStar Real Estate is owned by you as well?

A. That's right.

Q. 100 percent?

A. 100 percent. Yeah.

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Q. Do you have any investors in any either of your
NationStar entities?

3

4

A. No, sir.

5

6

Q. Do you have any mortgage brokers working for
NationStar Mortgage, Inc.?

7

A. No, sir.

8

9

Q. Do you have any real estate agents or brokers
working for NationStar Mortgage, Inc.?

10

A. Nos.

11

12

Q. Do you have any real estate agents or brokers
working for any NationStar company that you own?

13

A. No, sir; I'm the only one.

14

15

Q. When you selected the name NationStar, did you
use any kind of search service?

16

17

18

19

A. Yeah. Like I told you before, I went to the
website networksolution.com. I checked it there to see if
the name was available, if anybody had it. I checked the
whose-who of Network Solution and nobody had it.

20

Q. Did you search alternate names as well?

21

22

23

24

A. Yeah, multiple names. NationStar. I put
something before the Nation, something after the Nation.
Just like when you are thinking about a name, you think
about a lot of things. Yeah.

25

Q. Did you engage any outside company to help you

1 AHMAD

2 with this search?

3 A. No, sir.

4 Q. Has nationstarmortgage.net ever contained any
5 content?

6 A. Nationstarmortgage.net was linked to
7 nationstarmortgage.com.

8 Q. When was it linked to nationstarmortgage.com?

9 A. I believe from the beginning.

10 Q. Is it still linked to NationStar?

11 A. No, it's not. Not now. I just figured it out.
12 It was, but not to my knowledge. I just checked it and it
13 was not linked, but the website is still up and running
14 for .com.

15 Q. For nationstarmortgage.com?

16 A. That's right.

17 Q. But nationstarmortgage.net is not running at all?

18 A. It's my domain name. It's not linked at this
19 moment.

20 Q. But it was previously --

21 A. It was previously linked, yeah.

22 Q. And it was linked at the time that you submitted
23 your trademark application for NationStar?

24 A. I believe so, yeah.

25 Q. And you understand that when I refer to your

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trademark application, I'm referring to the application that you filed in April 2006 for NationStar?

A. That's right.

Q. Has there been any confusion which trademark application I've been referring to?

A. I think that's the only application I filed, yeah. That's the only application I file with the United States Patent and Trademark Office.

Q. At the time you chose the NationStar mark you were already an agent of First American, you testified earlier; is that right?

A. That's right.

Q. Why did you feel the need to select any mark at all to describe your services?

A. Because I always wanted to have my own business.

Q. Before you had the NationStar mark, what name were you operating under in connection with First American?

A. No name.

Q. Your personal name?

A. You mean with who?

Q. Were you advertising yourself as a real estate agent in connection with First American?

A. Yeah, First American Real Estate because I became

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an agent with them in December, so there is not much time

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December and January, so they don't advertise any services

4

for you. You're just associated with them as independent

5

contractor.

6

Q. Do you have any recollection concerning what

7

services you might have provided Mr. Abid Hussain in

8

connection with a home purchase in Falls Church in 2005?

9

A. Yeah. We give you the documents and says

10

specifically what I did for that client.

11

Q. The documents --

12

A. That you have.

13

Q. -- that we looked at earlier?

14

A. Yeah.

15

Q. Are you referring to any documents other than the

16

MIRS document that we looked at?

17

A. It's step-by-step, I mean, listing of my clients,

18

what I did for them, what kind of services I provide, just

19

right there.

20

Q. Where is that; in the documents that we've looked

21

at already?

22

A. I'm not sure if you show it to me or not, but we

23

give it to you. My lawyer give to you.

24

Q. Other than the mortgage broker license that we

25

looked at and the real estate licenses that we looked at,

1 AHMAD

2 do you have any other licenses for services contained in
3 your application?

4 A. No, I don't believe so.

5 Q. Have you distributed your fliers outside of
6 Arlington, Virginia?

7 A. Yes, I did.

8 Q. Where else?

9 A. In Alexandria.

10 Q. And this was when?

11 A. In the beginning of 2005 when I started my
12 business.

13 Q. And continuing through when?

14 A. Continuing from time to time.

15 Q. Outside of Arlington and Alexandria, have you
16 distributed fliers anywhere else?

17 A. Annandale.

18 Q. Annandale?

19 A. Fairfax, I mean. Annandale comes under Fairfax.

20 Q. Anywhere else?

21 A. I don't remember where, but these are the places
22 that I remember.

23 Q. What kind of consultation and advice under the
24 NationStar mark have you given to your clients?

25 A. Anything that has to do with any kind of

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2 transaction associated with real estate. I mean, if it is
3 a customer, I mean, I just sit down with them and ask them
4 the specific needs, what they need, they want to buy,
5 sell, rent, manage, they want to take equity from the
6 house. Every situation is different. So I tell them what
7 is the best way to do it and I help them.

8 Q. Do you have any examples of any specific
9 transactions where you've assisted a client in rental
10 services?

11 A. Yes. I mean, few clients that I helped I -- they
12 had a house and they came to me. They asked me that if I
13 can rent the house for them because they couldn't do it by
14 themselves. So what I did, I put the listing in the MLS
15 system. I checked everything for them. I contacted
16 clients. I qualified them, run credit reports and
17 everything and told him my opinion what was that he should
18 rent to these guys or not based on the credit report.

19 Q. Which client was this?

20 A. I'm not sure which client. I don't remember it,
21 but, once again, we give you all the document. It says
22 specifically what I did for what client. Because some of
23 these transaction, I mean, doesn't go all the way to the
24 end. Some of them, I mean, the credit score's not good so
25 you have to drop it. The guy doesn't have any money to

1 AHMAD

2 move it, or maybe they just don't want the place.

3 So we provide all the services, but if the
4 transaction is not complete, then there's nothing we can
5 do, but we still provide the services.

6 Q. So all of these examples would appear in some of
7 the documents that you gave to us?

8 A. It's not all of the examples, but some of them,
9 most of them, yeah; the one that I -- that my lawyer
10 provided to you, my previous lawyer.

11 Q. You say some of them but not all of them. Why
12 wouldn't you have provided the rest of them?

13 A. Yeah, because at the moment what I thought and
14 what I remember I put it in those documents. So, I mean,
15 some document never happened, never existed, but we
16 provided services to them. The transaction, I mean,
17 happens only if you go all the way, but so many things can
18 go wrong in a transaction.

19 Q. Can you provide any specific examples of
20 transactions that you would not have revealed to your
21 lawyer that you would like to disclose today?

22 A. Yeah. For example, you meet a client, client
23 wants to buy a house. They so happy, excited. You do all
24 the searches for them. You give them all the listings.
25 You take them to the houses. You show them houses and

1 AHMAD

2 everything. You take them to qualify them and everything
3 and you find out they cannot get the loan. So that's how
4 everything stops and you can't do anything after that.
5 You almost did everything.

6 Q. Do you have any other examples?

7 A. Well, the examples are so many, but, I mean, this
8 is one example. The second example, again, they want to
9 take equity from the house and they thought the house
10 value more than what it is at the moment.

11 So when we run the comparable market analysis, we
12 tell them what the value is, when they pay to appraisal,
13 the value comes out to be low and they cannot get the
14 money. So once again, they cannot buy a house to put a
15 down payment on another house or buy another property.

16 Q. Do you have any specific recollection of what
17 services you provided to Mr. Danish?

18 A. Well, I cannot remember all of them, but some of
19 them, yes. I would say I helped them to refinance the
20 house. They want to take out the equity from the house
21 and use that money, I mean, to, let's say, I believe pay
22 off credit cards or do some other stuff with their money.
23 So I don't go usually in details what they want to do with
24 the money. My job is to ask them how much money they need
25 if they can get the money.

1 AHMAD

2 Q. When you say that, you're referring to Mr. Danish
3 and his family?

4 A. I believe so, yeah.

5 Q. Do you recall when you provided these services to
6 Mr. Danish?

7 A. No, sir; I don't.

8 Q. Do you have any recollection of what services you
9 provided to Mr. Ahmed U. Sayed?

10 A. Once again, I can't tell you exactly what I did
11 for him. But, yes, I help him to search for the houses.
12 He wanted to buy a house and I took him to multiple
13 locations in Washington, D.C., Virginia and Maryland to
14 show him different listings and everything. And then
15 somehow later on either he change his mind or he was not
16 qualified. I don't know.

17 Q. Do you remember when you provided these services
18 to Mr. Sayed?

19 A. No, sir; I don't.

20 Q. Can you please tell me what services you provided
21 to Shafiq Ahmad?

22 A. Once again, I cannot recall everything that I did
23 for him, but I also helped him to buy a house,
24 prequalified him and bought him the house. And then after
25 that, I also helped him to rent that property.

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Q. When you say "you helped him to rent the property," what specifically are you referring to?

A. Yeah, because the house that I brought to him, he didn't want to live there. It was investment property and I rented that for him while he was in another house.

Q. Do you recall when you provided these services to Mr. Ahmad?

A. No, sir. I have to double check the dates and everything. I'm not sure about that.

Q. Do you recall what services you provided to Abid Hussain?

A. Once again, I don't know everything that I did for him. But yes, he contacted me and I met with him and I ask him what his needs were and what he wanted, I mean, in a real estate. So he was having condominium that he wanted to sell and one occasion I help him with his condominium.

And also I helped him buy a house. I prequalified him. I check his credit scores and everything. I also manage the property for him after that. So whatever was wrong with the house, I fix it at the moment. He was having some kind of internal problems after he bought the property.

Q. Did he pay you for these services?

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A. No, sir.

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Q. Do you recall when you provided these services to Mr. Hussain?

5

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A. No, sir. I have to check the document to see when I provided.

7

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Q. Do you recall what services you provided to Abdul Haq?

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A. Once again, I cannot recall everything, but I will tell you what I can recall. He was interested to buy a property too. At the moment he was living in apartment and I helped him and his wife to show them different properties, condominium, single family house, townhouse, but somehow later on either they change their mind or they were not qualified.

16

Q. When was this?

17

A. I don't recall the exact dates.

18

19

Q. What services did you provide Zulkihar Shariefff using the NationStar mark?

20

21

22

23

24

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A. Okay. Once again, I mean, he came to me -- all of these clients that I discussed earlier with you that I told you what I did for them, I mean, it's not hundred percent what I did for them. I did more than whatever I told you. I'm just telling you what I remember. All these clients came to me under the name of NationStar

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Mortgage.

In case of Mr. Sharieff, he came to me and he wanted to sell his property, so I help him, I mean, to sell his property for him. And also before selling the property, I told him what contractor would be best to fix up the house, remodel his kitchen, change his window, repaint the house, fix the basement, change all the appliance and everything, dryer, washer, everything, and then I was able to sell that house.

Q. Was there a sign in the front yard of the house that had your name on it when you were the selling agent?

A. I'm not sure, sir.

Q. Do you know if there was a sign in the front of the house that had NationStar on it when you were the selling agent?

A. I'm not sure, sir.

Q. Do you know if you ever put a sign in front of any house that you were selling agent for that had NationStar on it prior to the filing of your application?

A. I believe so, yeah.

Q. Which house, do you know?

A. No, I don't know which house. So many houses, I mean, I cannot remember.

Q. Do you remember what services you provided to

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Maria Leon?

A. Once again, I don't remember everything, but she was the one that she wanted to buy a house on one occasion and she also wanted to sell her house and I helped her, prequalified her, tell her what the payment option would be, how much the payment would be, how much insurance would be.

I showed her different houses in Washington, D.C. and also in Maryland and somehow at that moment when she was trying to buy the house, it was not a good deal for her because I told her that she should stay in the house because her payment is low. If she buy the house, I mean, it would be too expensive for her to afford that house.

Q. Do you recall when this was?

A. No, sir; I don't.

Q. Do you remember what services you provided Samer Ramadan?

A. Yeah. Once again, I don't know everything, but I will tell you what I remember. And that client, I believe, he came to me from time to time. He wanted to buy a house on one occasion, then he change his mind, and I helped him to qualify, I mean, for the loan.

And I also helped him, showed him multiple houses. I took him around multiple times to show

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different houses and at last he chose one, and I helped him to buy that house. And I also, I mean, once I bought the house after that, then I helped him to remodel the house and changing the ceiling, changing the walls, interiors everything, changing the kitchen and everything.

Q. Do you know when this was?

A. No, sir; I don't.

Q. Do you know what services you provided Muhammad Shah?

A. Once again, I mean, I don't know the whole services that I provide to him, but, I mean, he was also interested to buy a house and wanted house or condominium to see what was the best choice for him, and I showed him multiple houses. I tried to buy him a house in his name or his wife name, but somehow the deal did not go through because he either change his mind or he was not qualified.

Q. Do you know when this was?

A. No, sir; I don't.

Q. Do you know what services you provided Hameed Khan?

A. Once again, that's a client that I helped him to buy a house and also prequalify him, told him what was the best place to buy based on his needs, and he wanted to buy a single family house for his kids and everything and

1 AHMAD

2 that's what I helped him to prequalify him and get
3 insurance for him and hazard insurance and try to save him
4 PMI, which is Private Mortgage Insurance. And I was able
5 to buy that house for him.

6 Q. Do you know when this was?

7 A. No, sir; I don't.

8 Q. Did you act as the insurance broker on the
9 transaction?

10 A. Once you do a real estate transaction, you don't
11 have to act as an insurance broker or insurance agent.
12 You provide insurance services in conjunction with real
13 estate transaction.

14 Q. Do you have any specific knowledge as to how the
15 people we just discussed may have encountered the
16 NationStar mark?

17 A. Through word of mouth, I mean, through referrals,
18 through business cards, someone told them that I'm in the
19 business of real estate.

20 Q. Someone told them that Mr. Ahmad was in the
21 business of real estate?

22 A. That I was the guy if they wanted to buy a house,
23 that house, or do anything associated with real estate
24 business. Because some of these people they don't have
25 any clue, nothing, how to buy a house, sell a house, how

1 AHMAD

2 to rent a house, so they came to me and I did whatever I
3 could for them.

4 Q. Do you have any other knowledge of how they would
5 have encountered your NationStar mark?

6 A. No, sir; I don't.

7 Q. Do you typically bring your clients to your home
8 office?

9 A. Sometime I do. Sometime I call them and I go to
10 their place of house or place of business, whatever they
11 are, because my service is I want to go talk to them in a
12 place where they feel comfortable.

13 Q. Is there any signage at your house that promotes
14 NationStar?

15 A. No, sir.

16 Q. Do you ever meet with your client at First
17 American?

18 A. No, sir.

19 Q. What exactly is your relationship with First
20 American as an agent?

21 A. I'm an independent contractor with them.

22 Q. What specific services does First American
23 provide to you as an agent for them?

24 A. They do not provide any services.

25 Q. Do they provide you with advertising on their

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website?

A. No, sir.

Q. Do they provide you with any kind of advertisement materials?

A. No, sir.

Q. Why do you need to be associated with First American?

A. It's Commonwealth law, you can ask them. It's Commonwealth of Virginia law to be associated with brokerage.

Q. What function does the real estate broker First American serve in your transactions?

A. Most of the time I did my closing there because they have a title company, settlement company.

Q. A separate settlement company that's separate from the brokerage operation?

A. It's a part of First American Real Estate.

Q. So you would do your settlements in their offices?

A. I tell my client if he has his own settlement company, they do it there. If not, then I give them a choice if they would like to use this one. So whatever they choose, it's up to them, my clients.

Q. Does First American serve any other function?

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A. I'm not sure.

3

4

Q. Does being an agent of First American entitle you to use of the MRIS system?

5

6

A. No, sir. I have to pay my own MLS fees and everything.

7

8

9

Q. Does being an agent of First American Real Estate entitle you to be a member of the Northern Virginia Real Estate Association?

10

11

12

13

14

A. As long as I'm a real estate agent, I can join any -- if I have a license in any state, I can join any state; let's say, NVAR, or if I'm in D.C. or Maryland, I can join GCAR, which is Greater Capital Area of Realtors. And if I don't want to join, I don't have to join.

15

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18

Q. So you have a choice?

A. That's right. I have a choice. All realtors are not member of any associations. Most of them are but not all of them.

19

20

21

Q. Have you ever been contacted by any entity other than my client concerning your use of the NationStar mark?

22

23

A. In what sense?

24

25

Q. Has anyone ever asked you to cease and desist use of the mark?

A. The NationStar mark?

Q. Yes.

AHMAD

1

2

A. No, sir.

3

Q. Has anyone ever --

4

5

A. I never received any letter to cease and desist, no; not even from your client. The only time I, I mean, receive document was from your office saying that you are representing the opposer.

7

8

Q. And does that include the domain names as well?

9

A. Your office sent me a letter to sell the domain names to you guys, to your client.

10

11

Q. Has anyone ever contacted you concerning the domain names other than our client?

12

13

A. No, sir. I mean, your client never contacted me. I mean, your office contacted me.

14

15

Q. Other than the email accounts we discussed earlier, do you have any other email accounts you used for business?

17

18

A. I have mak25@mrisc.com.

19

Q. So you have the mak25 account and you have mak35 as well?

20

21

A. That's right.

22

Q. Does the 25 or 35 stand for anything?

23

A. No, nothing; just a number that was available.

24

Q. You have the Yahoo account?

25

A. Yeah.

1

AHMAD

2

Q. And you have the NationStar Mortgage account?

3

A. That's right.

4

5

Q. Do you have any specific recollection as to how long you've been using the mak25 account?

6

7

A. I'm not sure but long time. Probably maybe -- I'm not sure. Since 2004. I don't know exact date.

8

9

Q. Do you have any recollection how long you've been using the mak35@mrisc.com?

10

11

A. No, sir, but it's been a long time that I've using that one too.

12

13

Q. Is there a reason for having mak25 and mak35@mrisc.com?

14

A. You can have as many accounts you want with MRIS.

15

16

Q. Do you know how long you've had the Yahoo account?

17

18

A. For a long time, but I don't know specifically how long.

19

20

Q. Have you been operating the NationStar Mortgage email account since you signed up for the website?

21

A. I believe so, yes.

22

23

Q. Have you been continuously using all of these email accounts?

24

A. That's right.

25

Q. Since you began using NationStar name?

1 AHMAD

2 A. Since they were opened.

3 Q. Is there any specific reason for having multiple
4 email accounts?

5 A. People have more than one email accounts. There
6 is no law that says that you have only one account, you
7 cannot have more than one.

8 Q. Did you review the objections to document
9 requests that your attorney prepared before she served
10 them on us?

11 A. Most of the time, yes.

12 Q. Did you charge your clients for all of the
13 services that you provided?

14 A. No, sir.

15 Q. Sitting here today, do you believe that you've
16 conducted a thorough search of all of your files for
17 documents responsive to the request that you received in
18 this action?

19 A. From you guys?

20 Q. Yes.

21 A. I believe so, yes.

22 Q. Are you aware of any documents that we've asked
23 for that you have not produced to us?

24 A. I don't think so.

25 MR. SMITH: Can we go off the record?

1
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25

AHMAD

(Whereupon, a recess was held.)

MR. SMITH: Mr. Ahmad, I have no further
questions.

MR. REA: No questions.

(Deposition concluded at 12:50 p.m.)

A C K N O W L E D G M E N T

STATE OF)
) ss.:
COUNTY OF)

I, MUJAHID AHMAD, hereby
certify that I have read the transcript of my
testimony taken under oath in my deposition;
that the transcript is a true, complete and
correct record of my testimony, and that the
answers on the record as given by me are true
and correct.

MUJAHID AHMAD

Signed and subscribed to before
me, this day of ,
20__.

Notary Public, State of _____

C E R T I F I C A T E

COMMONWEALTH OF VIRGINIA)

) ss.:

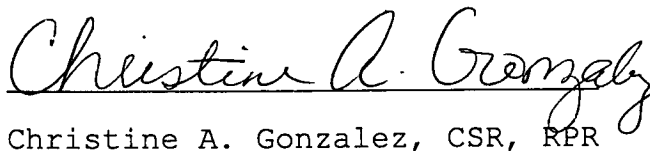
COUNTY OF FAIRFAX)

I, Christine A. Gonzalez, CSR, RPR, a Notary Public of the Commonwealth of Virginia, County of Fairfax, do hereby certify that the within-named witness personally appeared before me at the time and place herein set out, and after having been duly sworn by me, according to law, was examined by counsel.

I further certify that the examination was recorded stenographically by me and this transcript is a true record of the proceedings.

I further certify that I am not of counsel to any of the parties, nor in any way interested in the outcome of this action.

As witness my hand and notarial seal this 4th day of June, 2009.



Christine A. Gonzalez, CSR, RPR

My Commission Expires:

June 30, 2013

1 ***ERRATA***

2 ELLEN GRAUER COURT REPORTING CO. LLC
 3 126 East 56th Street, Fifth Floor
 4 New York, New York 10022
 212-750-6434

5 NAME OF CASE: NATIONSTAR MORTGAGE, LLC VS. MUJAHID AHMAD
 6 DATE OF DEPOSITION: MAY 27, 2009
 NAME OF WITNESS: MUJAHID AHMAD

7 PAGE LINE FROM TO REASON

8	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____
20	_____	_____	_____	_____	_____
21	_____				

22 Subscribed and sworn before me

23 this _____ day of _____, 20__.

24 _____

25 (Notary Public)

My Commission Expires:

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Concordance Report

Unique Words: 1,183
Total Occurrences: 7,011
Noise Words: 382
Total Words In File:
21,371

Single File Concordance

Case Insensitive

Noise Word List(s):

NOISE.NOI

Cover Pages = 0

Includes ALL Text
Occurrences

Dates ON

Includes Pure Numbers

Possessive Forms ON

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ORIGINAL

1

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 -----X
NATIONSTAR MORTGAGE, LLC,

4 Opposer

5 vs.

6 MUJAHID AHMAD,

7 Applicant

8 Opposition No. 9117703

9 -----X

10
11 1737 King Street
Alexandria, Virginia

12
13 May 27, 2009
9:07 a.m.

14
15 The Deposition of MUJAHID AHMAD, was at the
16 Law Offices of Buchanan, Ingersoll & Rooney, P.C.,
17 before Christine A. Gonzalez, CSR, RPR, a Notary Public.

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22
23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
New York, New York 10022
25 212-750-6434
Ref: 90410

EXHIBITS

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2
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25

1 ----- I N D E X -----

2	WITNESS	EXAMINATION BY	PAGE
3	MUJAHID AHMAD	MR. SMITH	4

4

5

6 ----- E X H I B I T S -----

7	EXHIBIT	DESCRIPTION	FOR I.D.
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**Opposition No. 91177036
Nationstar Mortgage, LLC**

v.

Mujahid Ahmad

**Exhibit No. 1
Offered by Opposer**

Document Description: **Application**
Mail / Create Date: **20-Apr-2006**

[Next Page](#)

You are currently on page 1 of 2



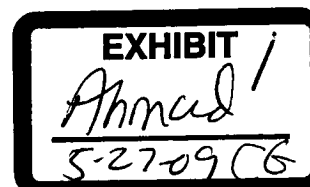
PTO Form 1478 (Rev 6/2005)

OMB No. 0651-0009 (Exp xx/xx/xxxx)

Trademark/Service Mark Application, Principal Register

Serial Number: 78866376

Filing Date: 04/20/2006



The table below presents the data as entered.

Input Field	Entered
MARK SECTION	
MARK	<u>NationStar</u>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	NationStar
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
OWNER SECTION	
NAME	Ahmad, Mujahid
INTERNAL ADDRESS	# 102
STREET	2001 North Daniel Street
CITY	Arlington
STATE	Virginia
ZIP/POSTAL CODE	22201
COUNTRY	United States
PHONE	703-732-9899
FAX	703-525-8770
EMAIL	MakRealtor@yahoo.com

AUTHORIZED EMAIL COMMUNICATION	Yes
LEGAL ENTITY SECTION	
TYPE	INDIVIDUAL
COUNTRY OF CITIZENSHIP	United States
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Real estate brokerage; rental of real estate; management of commercial and residential properties; real estate investment; property and insurance brokerage; mortgage brokerage; and finance
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/04/2005
FIRST USE IN COMMERCE DATE	At least as early as 04/04/2005
SIGNATURE SECTION	
SIGNATURE	/Mujahid Ahmad/
SIGNATORY NAME	/Mujahid Ahmad/
SIGNATORY DATE	04/20/2006
SIGNATORY POSITION	Owner
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	325
TOTAL AMOUNT	325
PAYMENT METHOD	CC
CORRESPONDENCE SECTION	
NAME	Ahmad, Mujahid
FIRM NAME	NationStar
INTERNAL ADDRESS	# 102
STREET	2001 North Daniel Street
CITY	Arlington
STATE	Virginia

ZIP/POSTAL CODE	22201
COUNTRY	United States
EMAIL	MakRealtor@yahoo.com
AUTHORIZED EMAIL COMMUNICATION	Yes
FILING INFORMATION	
SUBMIT DATE	Thu Apr 20 23:52:34 EDT 2006
TEAS STAMP	USPTO/BAS-72663671-200604 20235234233724-78866376-2 0016759666a82157cd37e3a4d 5dale342-CC-859-200604202 34245222578

PTO Form 1478 (Rev 6/2005)

OMB No. 0651-0009 (Exp xx/xx/xxxx)

Trademark/Service Mark Application, Principal Register**Serial Number: 78866376****Filing Date: 04/20/2006****To the Commissioner for Trademarks:****MARK:** (Standard Characters, see mark)

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The literal element of the mark consists of NationStar.

The applicant, Mujahid Ahmad, a citizen of United States, residing at # 102, 2001 North Daniel Street, Arlington, Virginia, United States, 22201, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class _____: Real estate brokerage; rental of real estate; management of commercial and residential properties; real estate investment; property and insurance brokerage; mortgage brokerage; and finance

In International Class _____, the mark was first used at least as early as 04/04/2005, and first used in commerce at least as early as 04/04/2005, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services.

The USPTO is authorized to communicate with the applicant or its representative at the following email address: MakRealtor@yahoo.com.

A fee payment in the amount of \$325 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to

use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Mujahid Ahmad/ Date: 04/20/2006

Signatory's Name: /Mujahid Ahmad/

Signatory's Position: Owner

Mailing Address:

Ahmad, Mujahid

102

2001 North Daniel Street

Arlington, Virginia 22201

RAM Sale Number: 859

RAM Accounting Date: 04/21/2006

Serial Number: 78866376

Internet Transmission Date: Thu Apr 20 23:52:34 EDT 2006

TEAS Stamp: USPTO/BAS-72663671-20060420235234233724-

78866376-20016759666a82157cd37e3a4d5dale

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**Opposition No. 91177036
Nationstar Mortgage, LLC**

v.

Mujahid Ahmad

**Exhibit No. 2
Offered by Opposer**

Document Description: Offc Action Outgoing

Mail / Create Date: 25-Sep-2006



To: Ahmad, Mujahid (MakRealtor@yahoo.com)
Subject: TRADEMARK APPLICATION NO. 78866376 - NATIONSTAR - N/A
Sent: 9/25/2006 11:39:20 AM
Sent As: ECOM109@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE**SERIAL NO:** 78/866376**APPLICANT:** Ahmad, Mujahid***78866376*****CORRESPONDENT ADDRESS:**

AHMAD, MUJAHID
NATIONSTAR
102
2001 NORTH DANIEL STREET
ARLINGTON, VA 22201

RETURN ADDRESS:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

MARK: NATIONSTAR**CORRESPONDENT'S REFERENCE/DOCKET NO:** N/A**CORRESPONDENT EMAIL ADDRESS:**

MakRealtor@yahoo.com

Please provide in all correspondence:

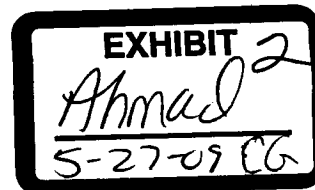
1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

RESPONSE TIME LIMIT: TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE MAILING OR E-MAILING DATE.

MAILING/E-MAILING DATE INFORMATION: If the mailing or e-mailing date of this Office action does not appear above, this information can be obtained by visiting the USPTO website at <http://tarr.uspto.gov/>, inserting the application serial number, and viewing the prosecution history for the mailing date of the most recently issued Office communication.

Serial Number 78/866376



The assigned examining attorney has reviewed the referenced application and determined the following.

Search Results

The Office records have been searched and no similar registered or pending mark has been found that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

However, before the mark can be published for opposition, the applicant must address the following informalities.

Recitation of Services in International Class 36

The wording "management of commercial and residential properties" in the recitation of services is unacceptable as indefinite. The applicant may amend this wording to "real estate management services, namely, management of commercial and residential properties," if accurate. TMEP §1402.11.

The applicant must clarify the recitation of services by the specific type of property be brokered. TMEP §1402.11.

The wording "finance" in the recitation of services is unacceptable as indefinite. The applicant must identify the services by common commercial name. The applicant may amend this wording to "business finance procurement services," if accurate. TMEP §1402.11.

The applicant may adopt the following recitation of services in International Class 36, if accurate: Real estate brokerage; rental of real estate; **real estate management services, namely, management of commercial and residential properties; real estate investment; [indicate specific type of property being brokered] property and insurance brokerage; mortgage brokerage; and business finance procurement services.**

General Guidelines

Please note that, while the identification of services may be amended to clarify or limit the services, adding to the services or broadening the scope of the services is not permitted. 37 C.F.R. §2.71(a); TMEP §1402.06. Therefore, applicant may not amend the identification to include services that are not within the scope of the services set forth in the present identification.

If applicant prosecutes this application as a combined, or multiple-class application, then applicant must comply with each of the requirements below for those goods and/or services based on actual use in commerce under Trademark Act Section 1(a):

- (1) Applicant must list the goods/services by international class with the classes listed in ascending numerical order;
- (2) Applicant must submit a filing fee for each international class of goods and/or services not covered by the fee already paid (current fee information should be confirmed at <http://www.uspto.gov>); and

(3) For each additional class of goods and/or services, applicant must submit:

- (a) dates of first use of the mark anywhere and dates of first use of the mark in commerce, or a statement that the dates of use in the initial application apply to that class; the dates of use, both anywhere and in commerce, must be at least as early as the filing date of the application;
- (b) one specimen showing use of the mark for each class of goods and/or services; the specimen must have been in use in commerce at least as early as the filing date of the application;
- (c) a statement that "the specimen was in use in commerce on or in connection with the goods and/or services listed in the application at least as early as the filing date of the application;" and
- (d) verification of the statements in 3(a) and 3(c) in an affidavit or a signed declaration under 37 C.F.R. §2.20. (NOTE: Verification is *not* required where (1) the dates of use for the added class are stated to be the same as the dates of use specified in the initial application, or (2) the original specimens are acceptable for the added class.)

37 C.F.R. §§2.6, 2.34(a), 2.59, 2.71(c), and 2.86(a); TMEP §§810, 904.09, 1403.01 and 1403.02(c).

For assistance with identifying and classifying goods and/or services in trademark applications, please see the online searchable *Manual of Acceptable Identifications of Goods and Services* at <http://tess2.uspto.gov/netathtml/tidm.html>.

Specimen of Use Omitted

This application does not include a specimen for the identified class of services. A specimen showing use of the mark in commerce for each class of services is required for an application based on use of the mark in commerce under Trademark Act Section 1(a), 15 U.S.C. §1051(a). TMEP §904.

Applicant must submit (1) a specimen (i.e., an example of how applicant actually uses its mark in the sale or advertising of its services) for each class of services showing the mark as it is used in commerce, and, (2) a statement that "the specimen was in use in commerce at least as early as the filing date of the application," verified with an affidavit or signed declaration under 37 C.F.R. §2.20. 37 C.F.R. §2.56(a); TMEP §§904.01 *et seq* 904.09.

Examples of acceptable specimens for services are signs, photographs, brochures, website printouts or advertisements that show the mark used in the sale or advertising of the services. TMEP §§1301.04 *et seq*.

The following is a sample declaration under 37 C.F.R. §2.20 with a supporting statement for a specimen:

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting there from, declares that the specimen was in use in commerce at least as early as the filing date of the application; all statements made of his/her own knowledge are true; and all statements made on

information and belief are believed to be true.

(Signature)

(Print or Type Name and Position)

(Date)

Reply Guidelines

No set form is required for response to this Office action. The applicant must respond to each point raised. The applicant should simply set forth the required changes or statements and request that the Office enter them. The applicant must sign the response. In addition to the identifying information required at the beginning of this letter, the applicant should provide a telephone number to speed up further processing.

In all correspondence to the Patent and Trademark Office, the applicant should list the name and law office of the examining attorney, the serial number of this application, the mailing date of this Office action, and the applicant's telephone number.

If the applicant has any questions or needs assistance in responding to this Office action, please telephone the assigned examining attorney.

/Julie A. Watson/
Trademark Attorney
Law Office 109
(571) 272-9236
(571) 273-9109 (fax)

HOW TO RESPOND TO THIS OFFICE ACTION:

- **ONLINE RESPONSE:** You may respond using the Office's Trademark Electronic Application System (TEAS) Response to Office action form available on our website at <http://www.uspto.gov/teas/index.html>. If the Office action issued via e-mail, you must wait 72 hours after receipt of the Office action to respond via TEAS. **NOTE: Do not respond by e-mail. THE USPTO WILL NOT ACCEPT AN E-MAILED RESPONSE.**
- **REGULAR MAIL RESPONSE:** To respond by regular mail, your response should be sent to the mailing return address above, and include the serial number, law office number, and examining attorney's name. **NOTE: The filing date of the response will be the date of receipt in the Office,** not the postmarked date. To ensure your response is timely, use a

certificate of mailing. 37 C.F.R. §2.197.

STATUS OF APPLICATION: To check the status of your application, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov>.

VIEW APPLICATION DOCUMENTS ONLINE: Documents in the electronic file for pending applications can be viewed and downloaded online at <http://portal.uspto.gov/external/portal/tow>.

GENERAL TRADEMARK INFORMATION: For general information about trademarks, please visit the Office's website at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY SPECIFIED ABOVE.

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- **General trademark information:** Please e-mail TrademarkAssistanceCenter@uspto.gov, or telephone either 571-272-9250 or 1-800-786-9199.
- **Technical help:** For instructions on how to use TDR, or help in resolving **technical** glitches, please e-mail TDR@uspto.gov. If outside of the normal business hours of the USPTO, please e-mail [Electronic Business Support](#), or call 1-800-786-9199.
- **Questions about USPTO programs:** Please e-mail [USPTO Contact Center \(UCC\)](#).

NOTE: Within any e-mail, please include your telephone number so we can talk to you directly, if necessary. Also, include the relevant serial number or registration number, if existing.

**Opposition No. 91177036
Nationstar Mortgage, LLC**

v.

Mujahid Ahmad

**Exhibit No. 3
Offered by Opposer**

October 16, 2006

Julie A. Watson
Trademark Attorney
Law Office 109
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Re:	Mark:	NationStar
	Serial No:	78866376
	Filing Date:	April 20, 2006
	Applicant Name:	Mujahid Ahmad
	Office Action Date:	September 25, 2006
	Examining Attorney:	Julie A. Watson
	Law Office:	Law Office 109
	My Phone No:	(703) 732-9899
	My Email Address :	MakRealtor@yahoo.com

Dear Ms Julie,

According to our conversation, I did the necessary changes to recitation of services in International Class 36 Section. Please, enter the required changes or statements to the recitation of services at your earlier convenience.

I am attaching a copy of my business card, advertising flyer and signed copy of your e-mail with this package.

If you need further assistance, please feel free to call me at (703) 732-9899.

Thanks for your help in this matter.

Sincerely,

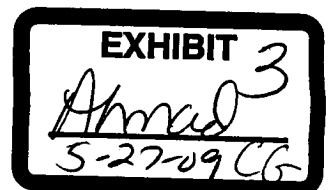


Mujahid Ahmad
NationStar Mortgage, Inc.
(703) 732-9899

10-19-2006

10-19-2006

U.S. Patent & TMO/TM Mail Rpt Dt. #30



Subject: TRADEMARK APPLICATION NO. 78866376 - NATIONSTAR - N/A

Date: Mon, 25 Sep 2006 11:39:45 -0400

From: "ECom109" <ecom109@USPTO.GOV>

To: MakRealtor@yahoo.com

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/866376 APPLICANT: Ahmad, Mujahid	*78866376*
CORRESPONDENT ADDRESS: AHMAD, MUJAHID NATIONSTAR # 102 2001 NORTH DANIEL STREET ARLINGTON, VA 22201	RETURN ADDRESS: Commissioner for Trademarks P.O. Box 1451 Alexandria, VA 22313-1451
MARK: NATIONSTAR	
CORRESPONDENT'S REFERENCE/DOCKET NO: N/A CORRESPONDENT EMAIL ADDRESS: MakRealtor@yahoo.com	Please provide in all correspondence: 1. Filing date, serial number, mark and applicant's name. 2. Date of this Office Action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and e-mail address.

OFFICE ACTION

RESPONSE TIME LIMIT: TO AVOID ABANDONMENT, THE OFFICE MUST
RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS
OF THE MAILING OR E-MAILING DATE.

MAILING/E-MAILING DATE INFORMATION: If the mailing or e-mailing date of this Office action does not appear above, this information can be obtained by visiting the USPTO website at <http://tarr.uspto.gov/>, inserting the application serial number, and viewing the prosecution history for the mailing date of the most recently issued Office communication.

Serial Number 78/866376

The assigned examining attorney has reviewed the referenced application and determined the following.

Search Results

The Office records have been searched and no similar registered or pending mark has been found that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

However, before the mark can be published for opposition, the applicant must address the following informalities.

Recitation of Services in International Class 36

The wording "management of commercial and residential properties" in the recitation of services is unacceptable as indefinite. The applicant may amend this wording to "real estate management services, namely, management of commercial and residential properties," if accurate. TMEP §1402.11.

The applicant must clarify the recitation of services by the specific type of property be brokered. TMEP §1402.11.

The wording "finance" in the recitation of services is unacceptable as indefinite. The applicant must identify the services by common commercial name. The applicant may amend this wording to "business finance procurement services," if accurate. TMEP §1402.11.

The applicant may adopt the following recitation of services in International Class 36, if accurate: Real estate brokerage; rental of real estate; **real estate management services, namely, management of commercial and residential properties; real estate investment; residential and commercial property and insurance brokerage; mortgage brokerage; and business finance procurement services.**

General Guidelines

Please note that, while the identification of services may be amended to clarify or limit the services, adding to the services or broadening the scope of the services is not

permitted. 37 C.F.R. §2.71(a); TMEP §1402.06. Therefore, applicant may not amend the identification to include services that are not within the scope of the services set forth in the present identification.

If applicant prosecutes this application as a combined, or multiple-class application, then applicant must comply with each of the requirements below for those goods and/or services based on actual use in commerce under Trademark Act Section 1(a):

- (1) Applicant must list the goods/services by international class with the classes listed in ascending numerical order;
- (2) Applicant must submit a filing fee for each international class of goods and/or services not covered by the fee already paid (current fee information should be confirmed at <http://www.uspto.gov>); and
- (3) For each additional class of goods and/or services, applicant must submit:
 - (a) dates of first use of the mark anywhere and dates of first use of the mark in commerce, or a statement that the dates of use in the initial application apply to that class; the dates of use, both anywhere and in commerce, must be at least as early as the filing date of the application;
 - (b) one specimen showing use of the mark for each class of goods and/or services; the specimen must have been in use in commerce at least as early as the filing date of the application;
 - (c) a statement that "the specimen was in use in commerce on or in connection with the goods and/or services listed in the application at least as early as the filing date of the application;" and
 - (d) verification of the statements in 3(a) and 3(c) in an affidavit or a signed declaration under 37 C.F.R. §2.20. (NOTE: Verification is *not* required where (1) the dates of use for the added class are stated to be the same as the dates of use specified in the initial application, or (2) the original specimens are acceptable for the added class.)

37 C.F.R. §§2.6, 2.34(a), 2.59, 2.71(c), and 2.86(a); TMEP §§810, 904.09, 1403.01 and 1403.02(c).

For assistance with identifying and classifying goods and/or services in trademark applications, please see the online searchable *Manual of Acceptable Identifications of Goods and Services* at <http://tess2.uspto.gov/netathtml/tidm.html>.

Specimen of Use Omitted

This application does not include a specimen for the identified class of services. A specimen showing use of the mark in commerce for each class of services is required for an application based on use of the mark in commerce under Trademark Act Section 1(a), 15 U.S.C. §1051(a). TMEP §904.

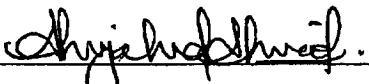
Applicant must submit (1) a specimen (i.e., an example of how applicant actually uses its mark in the sale or advertising of its services) for each class of services showing the mark

as it is used in commerce, and, (2) a statement that "the specimen was in use in commerce at least as early as the filing date of the application," verified with an affidavit or signed declaration under 37 C.F.R. §2.20. 37 C.F.R. §2.56(a); TMEP §§904.01 *et seq* 904.09.

Examples of acceptable specimens for services are signs, photographs, brochures, website printouts or advertisements that show the mark used in the sale or advertising of the services. TMEP §§1301.04 *et seq*.

The following is a sample declaration under 37 C.F.R. §2.20 with a supporting statement for a specimen:

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting there from, declares *that the specimen was in use in commerce at least as early as the filing date of the application*; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.


(Signature)

Mujahid Ahmad, President
(Print or Type Name and Position)

October 16, 2006
(Date)

Reply Guidelines

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In all correspondence to the Patent and Trademark Office, the applicant should list the name and law office of the examining attorney, the serial number of this application, the mailing date of this Office action, and the applicant's telephone number.

If the applicant has any questions or needs assistance in responding to this Office action, please telephone the assigned examining attorney.

/Julie A. Watson/

Trademark Attorney

Law Office 109

(571) 272-9236

(571) 273-9109 (fax)

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FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY SPECIFIED ABOVE.

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Please call for a free financial consultation



NationStar

Mortgage, Inc.

Mujahid Ahmad
Mortgage Broker

Cell: 703-732-9899

Off: 703-525-8770

MakRealtor@yahoo.com

2001 North Daniel Street, Suite 102, Arlington, VA 22201



NationStar
Mortgage, Inc.

Mujahid Ahmad
Mortgage Broker

Residential .Commercial .Land

Cell: 703-732-9899
Off: 703-525-8770

2001 North Daniel Street, Suite 102
Arlington, VA 22201

Email: MakRealtor@yahoo.com

**Opposition No. 91177036
Nationstar Mortgage, LLC**

v.

Mujahid Ahmad

**Exhibit No. 4
Offered by Opposer**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NATIONSTAR MORTGAGE LLC,

Opposer,

v.

MUJAHID AHMAD

Applicant.

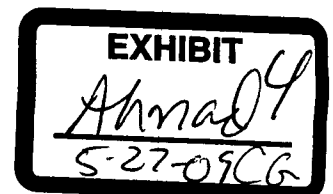
Opposition No. 91177036

**APPLICANT'S RESPONSES TO
OPPOSER'S REQUESTS FOR ADMISSIONS**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Mujahid Ahmed ("Applicant") responds and objects to the Set of Requests for Admissions (the "Requests") served by Opposer, Nationstar Mortgage LLC, dated July 23, 2007, as follows.

Applicant makes the objections and responses herein (collectively, the "Responses") based solely on its current knowledge, understanding, and belief as to the facts and the information available to it as of the date of the Responses. Additional discovery and investigation may lead to changes to, additions to, or modification of these Responses. Thus, the Responses are given without prejudice to Applicant's right to produce subsequently discovered information and to introduce such subsequently discovered information at the time of any hearing in this action. Applicant does not waive any objection made in these Responses.

In responding to the Requests, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.



RESPONSES TO REQUESTS

REQUEST NO. 1:

Applicant's Mark is confusingly similar to Opposer's Marks.

RESPONSE TO REQUEST NO. 1:

Applicant admits that Applicant's Mark so resembles Opposer's mark that when used for Applicant's services and used by Opposer for Opposer's Services, confusion is likely.

REQUEST NO. 2:

Opposer's Services and Applicant's Services are highly similar.

RESPONSE TO REQUEST NO. 2:

Applicant admits that Applicant's Services are closely related to Opposer's Services.

REQUEST NO. 3:

Opposer's Services and Applicant's Services are identical.

RESPONSE TO REQUEST NO. 3:

Applicant denies that Opposer's Services and Applicant's Services are identical. Opposer provides "mortgage lending services." Applicant does not provide "mortgage lending services."

REQUEST NO. 4:

Applicant's Services and Opposer's Services are or will be marketed and promoted through the same trade channels.

RESPONSE TO REQUEST NO. 4:

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

REQUEST NO. 5:

Applicant's Services and Opposer's Services are or will be sold through the same channels of trade.

RESPONSE TO REQUEST NO. 5:

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be sold and therefore denies this Request.

REQUEST NO. 6:

Applicant's Services and Opposer's Services are or will be marketed or promoted to the same consumers.

RESPONSE TO REQUEST NO. 6:

Applicant does not have sufficient knowledge of the consumers to which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

REQUEST NO. 7:

Applicant's Services and Opposer's Services will be sold to the same consumers.

RESPONSE TO REQUEST NO. 7:

Applicant does not have sufficient knowledge of the consumer to which Opposer's Services are or will be sold and therefore denies this Request.

REQUEST NO. 8:

Applicant chose Applicant's Mark with the intent to cause confusion with Opposer's Marks.

RESPONSE TO NO. 8:

Denied. Applicant had no knowledge of Opposer or Opposer's Marks when he chose Applicant's Mark.

REQUEST NO. 9:

Applicant's use of Applicant's Mark in commerce causes or will cause a likelihood of confusion with Opposer's Marks.

RESPONSE TO NO. 9:

Applicant admits that there is a likelihood of confusion between Applicant's Mark when used for Applicant's Services and Opposer's Mark when used for Opposer's Services and therefore denies this Request.

REQUEST NO. 10:

Applicant has not advertised the services listed in U.S. Trademark Application Serial Number 78/866,376 on its websites "nationstarmortgage.com" and "nationstarmortgage.net."

RESPONSE TO NO. 10:

Denied.

REQUEST NO. 11:

Applicant had no intent to file a trademark application for the term NATIONSTAR until after Applicant was contacted regarding use of the domain names "nationstarmortgage.com" and "nationstarmortgage.net."

RESPONSE TO NO. 11:

Denied.

REQUEST NO. 12:

Applicant is not licensed or registered with any state to offer mortgage brokerage services.

RESPONSE TO NO. 12:

Denied.

REQUEST NO. 13:

Applicant has not advised borrowers or connected borrowers with lenders in association with the NATIONSTAR trademark.

RESPONSE TO NO. 13:

Denied.

REQUEST NO. 14:

Applicant's NATIONSTAR mark was not in use in commerce at the time of filing Trademark Application Serial Number 78/866,376 on April 20, 2006.

RESPONSE TO NO. 14:

Denied.

REQUEST NO. 15:

Applicant did not possess a specimen that showed the NATIONSTAR mark in use in commerce at the time of filing Trademark Application Serial Number 78,866,376 on April 20, 2006.

RESPONSE TO NO. 15:

Denied.

REQUEST NO. 16:

Applicant submitted a specimen in its office action response for Trademark Application Serial 78/866,376 that was not in use in commerce at the time of filing the application on April 20, 2006.

RESPONSE TO NO. 16:

Denied.

REQUEST NO. 17:

Applicant submitted a specimen in its office action response for Trademark Application Serial No. 78/866,376 that was not in use in commerce at the time of submitting the office action response on October 19, 2006.

RESPONSE TO NO. 17:

Denied.

REQUEST NO. 18:

Applicant signed a statement that "the [NATIONSTAR] mark was first used at least as early as 04/04/2005, and first used in commerce at least as early as 04/04/2005, and is now in use in such commerce" and verified the truth of this statement with a standard declaration under 37 C.F.R. §2.20.

RESPONSE TO NO. 18:

Admitted.

REQUEST NO. 19:

Applicant's company NATIONSTAR MORTGAGE INC. is not registered to do business in any state or U.S. territory.

RESPONSE TO NO. 19:

Denied.

REQUEST NO. 20:

Applicant has not provided any services that are in the nature of mortgage brokerage services in association with the NATIONSTAR mark.

RESPONSE TO 20:

Denied.

STEPTOE & JOHNSON LLP

By Rachel M. Marmer
Stephanie Morris Carmody
Rachel M. Marmer
1330 Connecticut Avenue, N.W.
Washington, DC 20036-1795
(202) 429-8135

Attorneys for Applicant, Mujahid Ahmad

Dated: August 24, 2007

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing APPLICANT'S RESPONSES TO OPPOSER'S REQUESTS FOR ADMISSIONS on counsel for Opposer by U.S. Mail on this 24th day of August, 2007 properly addressed to them:

Bryce J. Maynard
Attorneys for Opposer
Buchanan Ingersoll & Rooney, P.C.
1737 King Street
Alexandria, VA 22314-2727

Rachel M. Harmer

**Opposition No. 91177036
Nationstar Mortgage, LLC**

v.

Mujahid Ahmad

**Exhibit No. 5
Offered by Opposer**

Opposition No. 91177036

EXHIBIT 5
Ahmad
5-27-09 CG

constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant. In responding to these Requests, Applicant will make the reasonable, diligent, and good faith search for responsive documents as the Federal Rules and the Trademark Rules require.

GENERAL OBJECTIONS

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Request. In addition to these General Objections, Applicant has also stated specific objections to Requests where appropriate, including objections that are not generally applicable to all Requests. Applicant's specific objections to any of the Requests do not preclude, supersede, or withdraw any of the general Objections to that Request.

A. Applicant objects to the Requests to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

B. Applicant objects to the Requests to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

C. Applicant objects to the Requests to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Defendant from some other source.

D. Applicant objects to the Requests to the extent that they call for information that is not known by or reasonably available to Applicant.

E. Applicant objects to each Request to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rules of Civil Procedure or the Trademark Rules .

In responding to the Requests, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence. Subject to the General Objections stated above and the specific objections set forth below, and without waiver thereof, Applicant provides the following responses:

DOCUMENT REQUEST NO. 1:

All documents and tangible things identified in response to Opposer's First Set of Interrogatories to Applicant.

RESPONSE TO REQUEST NO. 1:

Applicant is producing all documents identified in response to Opposer's First Set of Interrogatories to Applicant.

DOCUMENT REQUEST NO. 2:

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark prior to April 28, 2006.

RESPONSE TO REQUEST NO. 2:

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome as it requests "[a]ll documents and tangible things."

Subject to and without waiving the foregoing objections, Applicant is producing copies of business cards, flyers, letters to potential clients showing use of Applicant's NATIONSTAR Mark prior to April 28, 2006. In addition, Applicant is producing Metropolitan Regional

Information Systems ("MRIS") reports for 2005 and 2006 identifying Applicant as the selling or listing agent for the listed properties.

DOCUMENT REQUEST NO. 3:

Any trademark searches, including but not limited to searches of databases such as LEXIS/NEXIS, DIALOG or TRADEMARKSCAN, reports or investigations related to the selection, adoption, and/or application for registration of Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 3:

There were never and are no documents resulting from any trademark searches related to Applicant's NATIONSTAR mark. All relevant searches were conducted on line and no results were printed.

DOCUMENT REQUEST NO. 4:

All documents concerning any successful mortgage transactions concluded by Applicant under the NATIONSTAR mark prior to April 28, 2006.

RESPONSE TO REQUEST NO. 4:

Applicant advised and assisted clients regarding obtaining the best possible mortgage loan. There are no documents regarding mortgage transactions that show the NATIONSTAR mark. Applicant is producing redacted Settlement Statements in his possession concerning all successful mortgage transactions for which Applicant assisted with under the NATIONSTAR mark prior to April 28, 2006.

DOCUMENT REQUEST NO. 5:

Any documents and tangible things concerning Applicant's first use in the United States of Applicant's NATIONSTAR Mark for each and every type of product or service in connection with which Applicant's NATIONSTAR Mark has been used in the United States, including Applicant's Services.

RESPONSE TO REQUEST NO. 5:

All documents and tangible things concerning Applicant's first use in the United States of Applicant's NATIONSTAR Mark have already been produced.

DOCUMENT REQUEST NO. 6:

Specimens showing use of the mark in connection with all services offered in connection with Applicant's NATIONSTAR Mark or in connection with which Applicant intends to use Applicant's NATIONSTAR Mark in the future.

RESPONSE TO REQUEST NO. 6:

Applicant objects to this Request on the ground that it is not relevant or likely to lead to the discovery of admissible evidence to the extent that it requests documents showing use of Applicant's NATIONSTAR Mark in connection with services with which Applicant "intends" to use its mark "in the future."

Subject to and without waiving the foregoing objections, in addition to documents already produced hereto, Applicant is producing specimens showing use of Applicant's NATIONSTAR Mark in connection with all services offered in connection with Applicant's NATIONSTAR Mark or in connection with which Applicant intends to use Applicant's NATIONSTAR Mark in the future.

DOCUMENT REQUEST NO.7:

All documents concerning Applicant's adoption, selection, and/or development of Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 7:

Applicant objects to this Request on the ground that it is vague as to the meaning of "development" of Applicant's NATIONSTAR Mark.

Subject to and without waiving the foregoing objections, there were never and are no documents concerning Applicant's adoption, selection and/or development of Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 8:

All documents concerning the filing of U.S. Application No. 78/866,376 for Applicant's NATIONSTAR Mark or any other federal or state trademark applications for Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 8:

Applicant objects to this Request on the ground that it seeks documents that are publicly available and as easily accessible to Opposer as they are to Applicant. Subject to and without waiving the foregoing objections, there are no documents that are not publicly available documents.

DOCUMENT REQUEST NO. 9:

All documents regarding marketing or consumer research, including individual questionnaires, pilot studies focus groups and surveys undertaken concerning Applicant's NATIONSTAR Mark or Opposer's NATIONSTAR MORTGAGE Marks.

RESPONSE TO REQUEST NO. 9:

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome as it requests "[a]ll documents regarding marketing or consumer research" and vague as to the meaning of "regarding."

Subject to and without waiving the foregoing objections, there are no such documents.

DOCUMENT REQUEST NO. 10:

All documents regarding publicity (both solicited and unsolicited) in the United States concerning Applicant's NATIONSTAR Mark and/or the services offered under Applicant's NATIONSTAR Mark, including press releases and articles of any kind.

RESPONSE TO REQUEST NO. 10:

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome as it seeks "[a]ll documents regarding publicity . . . of any kind" and vague as to the meaning of "regarding." Applicant further objects to this Request to the extent that it seeks documents that would be publicly available and as easily accessible to Opposer as they are to Applicant.

Subject to and without waiving the foregoing objections, there are no such documents of which Applicant is aware.

DOCUMENT REQUEST NO. 11:

All documents regarding inquiries from and negotiations with third parties concerning the possibility of a license, franchise, sublicense, sub-franchise, assignment or distribution agreement with sublicense, sub-franchise, assignment or distribution agreement with Applicant concerning Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 11:

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome as it seeks "[a]ll documents regarding inquiries from and negotiations with third parties" and vague as to the meaning of "regarding." Applicant further objects to this Request to the extent that it seeks documents that are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

Subject to and without waiving the foregoing objections, there never were and are no documents regarding inquiries from and negotiations with third parties concerning the possibility of a license, franchise, sublicense, sub-franchise, assignment or distribution agreement with sublicense, sub-franchise, assignment or distribution agreement with Applicant concerning Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 12:

All past and current licenses, franchises, sublicenses, sub-franchises, distributorships and assignments and other agreements, together with related correspondence or other documents concerning Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 12:

Applicant objects to this Request to the extent that it seeks documents that are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

Subject to and without waiving the foregoing objections, there never were and are no past and current third party licenses, franchises, sublicenses, sub-franchises, distributorships and assignments and other agreements, together with related correspondence or other documents concerning Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 13:

All security agreements concerning Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 13:

There never were and are no security agreements concerning Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 14:

All documents and tangible things concerning the types of locations in the United States at which Applicant has promoted, advertised and/or sold services under Applicant's NATIONSTAR Mark or at which Applicant intends to promote, advertise, and/or sell services under Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 14:

Applicant objects to this Request on the ground that it is vague as it requests documents and tangible things concerning the "types of locations" at which Applicant has promoted, advertised and/or sold its services. Applicant further objects to this Request on the ground that it

is not relevant or reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks documents and things concerning locations at which Applicant "intends" to promote, advertise, and/or sell its services.

Subject to and without waiving the foregoing objections, Applicant is producing documents that show the locations in the United States where it has advertised and sold its services. There are no other documents and tangible things concerning the types of locations in the United States at which Applicant has promoted, advertised and/or sold services under Applicant's NATIONSTAR Mark or at which Applicant intends to promote, advertise, and/or sell services under Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 15:

All documents and tangible things concerning the manner of marketing (past, current and contemplated) of the services offered in connection with Applicant's NATIONSTAR Mark in the United States.

RESPONSE TO REQUEST NO. 15:

Applicant objects to this Request on the ground that it is vague as it requests documents concerning the "manner of marketing" of Applicant's NATIONSTAR services. Applicant further objects to this Request on the ground that it is not relevant or reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks documents concerning "contemplated" marketing.

Subject to and without waiving the foregoing objections, Applicant is producing documents showing how it has advertised its services in connection with its NATIONSTAR mark.

DOCUMENT REQUEST NO. 16:

All documents and tangible things concerning the channels of trade in which Applicant has offered or may offer services under or using Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 16:

Applicant is producing documents showing how it has advertised its services in connection with its NATIONSTAR mark. Applicant has provided other information concerning its channels of trade in its response to Interrogatory No. 10.

DOCUMENT REQUEST NO. 17:

All documents and tangible things which identify the actual or prospective class of customers and purchasers of services offered under or using Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 17:

Applicant objects to this Request on the ground that it is vague as to the meaning of "class" of customers and purchasers.

Subject to and without waiving the foregoing objections, Applicant is producing documents showing its customers. Applicant is also producing advertisements, which indicate the target customers and classes of customers of Applicant.

DOCUMENT REQUEST NO. 18:

Documents sufficient to identify the amount of sales in the United States of services offered under or using the Applicant's NATIONSTAR Mark since Applicant's first use of the mark.

RESPONSE TO REQUEST NO. 18:

In addition to documents already produced hereto, Applicant is producing Applicant's 1099 – Miscellaneous Income tax form for 2005 and 2006 evidencing commissions paid by First American Real Estate as a result of Applicant's Services offered under Applicant's NATIONSTAR Mark. Applicant is also producing the Metropolitan Regional Information Systems ("MRIS") report for January 2007 through the present.

DOCUMENT REQUEST NO. 19:

Documents sufficient to identify the amount of advertising and promotional expenditures for services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark.

RESPONSE TO REQUEST NO. 19:

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark.

Subject to and without waiving the foregoing objections, Applicant is producing its receipt from its registration of the domain names www.nationstarmortgage.com and www.nationstarmortgage.net. Following a diligent search by Applicant, there are no additional documents responsive to this Request.

DOCUMENT REQUEST NO. 20:

All documents that refer or relate to the significance of Applicant's NATIONSTAR Mark as used on or in connection with or contemplated to be used on or in connection with the services offered by Applicant.

RESPONSE TO REQUEST NO. 20:

Applicant objects to this Request on the ground that it is vague and incapable of precise determination as it requests documents that refer or relate to the "significance" of Applicant's NATIONSTAR Mark. Applicant further objects to this Request on the ground that it is not relevant or reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks documents concerning Applicant's NATIONSTAR Mark as "contemplated to be used" on or in connection with Applicant's services.

Subject to and without waiving the foregoing objections, there are no documents that show the meaning of the term "NationStar."

DOCUMENT REQUEST NO. 21:

All documents relating to threatening or pending arbitration, litigation or other adversarial proceedings (including oppositions and cancellations) concerning Applicant's NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 21:

Applicant objects to this Request on the ground that it is vague as to the meaning of "relating to," and to the extent that it may request documents protected by (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant further objects to this Request to the extent that documents relating to the opposition proceeding at issue are in Opposer's possession and are publicly available documents as easily accessible to Opposer as they are to Applicant.

Subject to and without waiving the foregoing objections, there are no documents relating to threatening or pending arbitration, litigation or other adversarial proceeding with a third party concerning Applicant's NATIONSTAR Mark.

DOCUMENT REQUEST NO. 22:

All documents and tangible things concerning Applicant's knowledge of Opposer or Opposer's NATIONSTAR MORTGAGE Marks.

RESPONSE TO REQUEST NO. 22:

Applicant has no documents concerning knowledge of Opposer or Opposer's NATIONSTAR MORTGAGE Marks outside of the pleadings filed in the instant proceeding.

DOCUMENT REQUEST NO. 23:

All documents and tangible things evidencing any confusion between Applicant's NATIONSTAR Mark or services offered under or using Applicant's NATIONSTAR Mark and Opposer, Opposer's NATIONSTAR MORTGAGE Marks, and/or goods and/or services offered under or using Opposer's NATIONSTAR MORTGAGE Marks, including inquiries, comments or other communications by or from customers, suppliers, or member of the public, either written or oral, showing any confusion, suspicion, belief or doubt as to a possible relationship between Opposer and Applicant or the origin of their respective products and/or services.

RESPONSE TO REQUEST NO. 23:

There never were and are no documents and tangible things evidencing any confusion between Applicant's NATIONSTAR Mark or services offered under or using Applicant's NATIONSTAR Mark and Opposer, Opposer's NATIONSTAR MORTGAGE Marks, and/or goods and/or services offered under or using Opposer's NATIONSTAR MORTGAGE Marks.

DOCUMENT REQUEST NO. 24:

All communications between Applicant and any third party concerning Opposer or Opposer's NATIONSTAR MORTGAGE Marks.

RESPONSE TO REQUEST NO. 24:

Applicant objects to this Request to the extent that it seeks documents protected by (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Subject to and without waiving the foregoing objection, there are no documents responsive to this Request.

DOCUMENT REQUEST NO. 25:

All documents and tangible things regarding any use in commerce in the United States of any mark consisting of or comprising NATIONSTAR MORTGAGE by any persons other than Applicant or Opposer.

RESPONSE TO REQUEST NO. 25:

Applicant is not aware of any documents and tangible things regarding any use in commerce in the United States of any mark consisting of or comprising NATIONSTAR MORTGAGE by any persons other than Applicant or Opposer.

DOCUMENT REQUEST NO. 26:

All communications supporting any affirmative defenses set forth in Applicant's Answer.

RESPONSE TO REQUEST NO. 26:

Applicant objects to this Request to the extent that it seeks documents protected by (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Subject to and without waiving the foregoing objections, all communications supporting any affirmative defenses set forth in Applicant's Answer are being produced.

DOCUMENT REQUEST NO. 27:

All documents regarding any registration of Applicant as a licensed mortgage broker in any state, or any application by Applicant for registration as a licensed mortgage broker in any state.

RESPONSE TO REQUEST NO. 27:

Applicant is producing Mortgage Broker Licenses for Virginia, Maryland and Washington, D.C.

DOCUMENT REQUEST NO. 28:

All documents regarding any consumers who have purchased mortgage services from Applicant in connection with the NATIONSTAR Mark.

RESPONSE TO REQUEST NO. 28:

Applicant objects to this Request on the grounds that it is vague as to the meaning of "regarding" and overly broad and unduly burdensome as it requests "[a]ll documents" regarding any consumers. Subject to and without waiving the foregoing objections, Applicant is producing documents showing its customers and is also producing Settlement Statements for consumers with whom Applicant advised and consulted with in connection with their mortgage loans.

DOCUMENT REQUEST NO. 29:

All documents supporting Applicant's claim to be a Realtor.

RESPONSE TO REQUEST NO. 29:

Applicant is producing his past and current Real Estate Salesperson licenses from Virginia, Maryland and Washington, D.C. as well as Certificates of Membership from the Northern Virginia Association of Realtors.

DOCUMENT REQUEST NO. 30:

All documents supporting Applicant's claim that the specimen submitted to the USPTO on October 19, 2006 was in use at least as early as the filing date of the application.

RESPONSE TO REQUEST NO. 30:

All documents supporting Applicant's claim that the specimen submitted to the USPTO on October 19, 2006 was in use at least as early as the filing date of the application are being produced.

DOCUMENT REQUEST NO. 31:

All documents concerning any license from the National Association of Realtors for Applicant to use the REALTOR mark.

RESPONSE TO REQUEST NO. 31:

Applicant is producing all documents concerning any license from the National Association of Realtors for Applicant to use the REALTOR mark.

DOCUMENT REQUEST NO. 32:

All documents regarding Applicant's registration of the domain names www.nationstarmortgage.net and www.nationstarmortgage.com.

RESPONSE TO REQUEST NO. 32:

Applicant is producing the WHOIS record evidencing Applicant's registration of the domain names www.nationstarmortgage.net and www.nationstarmortgage.com and receipts regarding Applicant's registration of the domain names www.nationstarmortgage.net and www.nationstarmortgage.com.

DOCUMENT REQUEST NO. 33:

Documents sufficient to identify the amount of sales in the United States of services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

RESPONSE TO REQUEST NO. 33:

Applicant is producing documents sufficient to identify the amount of sales in the United States of services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

DOCUMENT REQUEST NO. 34:

Documents sufficient to identify the amount of advertising and promotional expenditures for services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

RESPONSE TO REQUEST NO. 34:

Applicant objects to this Request as duplicative of Request No. 19. Subject to and without waiving the foregoing objections, Applicant is producing advertisements showings its NATIONSTAR mark and is producing receipts for registration of its nationstarmortgage.com and nationstarmortgage.net domain names. After a diligent search, Applicant has no other documents responsive to this Request.

DOCUMENT REQUEST NO. 35:

All documents regarding any offers to sell or purchase the domain names www.nationstarmortgage.com and/or www.nationstarmortgage.net.

RESPONSE TO REQUEST NO. 35:

Applicant is producing two letters from Bessam Ibrahim regarding any offers to sell or purchase the domain names www.nationstarmortgage.com and/or nationstarmortgage.net. There were no and are no additional documents regarding any offers to sell or purchase the domain names www.nationstarmortgage.com and/or www.nationstarmortgage.net.

DOCUMENT REQUEST NO. 36:

All communications between Applicant and any third party concerning Opposer and/or Opposer's NATIONSTAR MORTGAGE Marks.

RESPONSE TO REQUEST NO. 36:

There have been no communications between Applicant and any third party concerning Opposer and/or Opposer's NATIONSTAR MORTGAGE Marks.

DOCUMENT REQUEST NO. 37:

All communications between Applicant and any third party concerning this opposition proceeding.

RESPONSE TO REQUEST NO. 37:

Applicant objects to this Request as duplicative of Request No. 24 and directs Opposer to its response to that Request.

DOCUMENT REQUEST NO. 38:

All documents upon which Applicant intends to rely to support or prove Applicant's case in this proceeding.

RESPONSE TO REQUEST NO. 38

Applicant objects to this Request as premature as discovery is ongoing and additional documents may be discovered upon which Applicant may rely to support or prove Applicant's case in this proceeding. Subject to and without waiving the foregoing objections, Applicant is

producing documents upon which Applicant intends to rely to support or prove Applicant's case in this proceeding have been produced hereto.

STEPTOE & JOHNSON LLP

By: Rachel M. Marmer
Stephanie Carmody
Rachel M. Marmer
1330 Connecticut Avenue, N.W.
Washington, DC 20036-1795
(202) 429-8135

Attorneys for Applicant, Mujahid Ahmad

Dated: August 24, 2007

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES
OPPOSER'S FIRST SET OF DOCUMENT REQUESTS TO APPLICANT was served this 24th
day of August, 2007, by first-class mail, postage prepaid, on:

Bryce J. Maynard
BUCHANAN INGERSOLL & ROONEY, PC
1737 King Street
Alexandria, VA 22314-2727

Rachel M. Harmer

Documents Responsive to Request Nos. 2, 5, 6, 14-17, 26, 30 and 38



Mujahid Ahmad
Mortgage Broker

Residential .Commercial .Land

Cell: 703-732-9899

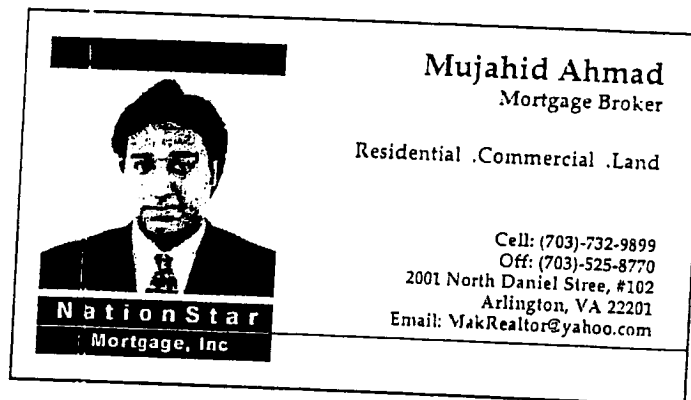
Off: 703-525-8770

**2001 North Daniel Street, Suite 102
Arlington, VA 22201**

Email: MakRealtor@yahoo.com

NationStar
Mortgage Inc.

APP0001





NationStar
Mortgage, Inc

Mujahid Ahmad
Mortgage Broker

Residential • Commercial • Land

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Off: (703) 525-8770
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Email: MakRealtor@yahoo.com



Your Partner for SUCCESS

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**ADDRESSING THE NEEDS OF INDIVIDUAL
INVESTORS AND PLANTING THE SEEDS
FOR A SECURE FUTURE.**

Interest-Only Loan Programs.

PayOption ARMs

100% financing – No down payment with our 80/20 program

Home Equity Lines of Credit

**Fast & Easy and other low documentation requirements for
qualified borrowers with excellent credit.**

- Experience
- Commitment
- Enthusiasm
- Hard Work
- Integrity
- Service
- Trust
- Results!

“Buyin a home just got alot more affordable.”

Various documentation Options:

- Full documentation
- Limited documentation
- No documentation
- Stated Income

NationStar

Mortgage, Inc.

Mujahid Ahmad
Mortgage Broker

Please call for a free financial consultation ►►►

Cell: 703-732-9899
Off: 703-525-8770
MakRealtor@Yahoo.com

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MakRealtor@Yahoo.com

2001 North Daniel Street, # 102, Arlington, VA 22201

*Thinking of
Buying or Selling?*

NationStar
REAL ESTATE

2001 N. Daniel St. # 102
Arlington, VA, 22201



Put my real estate
and marketing skills
to work for you. Contact
me for all you real
estates needs.

Email: Mak35@mrisc.com

NOT JUST ANOTHER AGENT !

Expertise - Service - Trust - Results

Mujahid Ahmad

Cell: (703) 732-9899

Off: (703) 525-8770

APRIL 2005



*If your home is currently listed with another
broker, This is not intended to solicit that listing*



APP0007

NationStar Mortgage, Inc.

March 25, 2005

Mr. Ikram U. Danish
1444 Cottonwood Court
Woodbridge, VA 22191

Dear Sir/Madam:

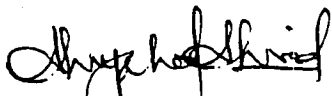
NationStar Mortgage, Inc. assists its customers in the purchase of Residential, Commercial and Land properties. If you are interested in buying a new property or want to refinance your current property, please feel free to contact us by email or call us at (703) 732-9899 to assist you in either transaction.

We can help you with multiple loan options available to you in today's market, such as home equity line of credit, interest only loan, no down payment with 80/20 program, full documentation, limited or no documentation loan and stated income loans.

We are here to help you make your real estate transaction as smooth as possible. If you are not ready at the moment, please feel free to forward this information to your friends or family members who might be interested to buy a real estate.

Thanks for your time and looking forward to hear from you at your earliest convenience.

Sincerely,



Mujahid Ahmad
President
NationStar Mortgage, Inc.
(703) 732-9899

NationStar Mortgage, Inc.

April 02, 2005

Mr. Ahmed U Sayed
222 North Thomas Street, # 103
Arlington, VA 22203

Dear Sir/Madam:

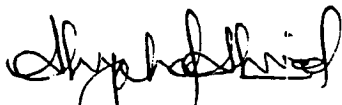
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Thanks for your time and looking forward to hear from you at your earliest convenience.

Sincerely,



Mujahid Ahmad
President
NationStar Mortgage, Inc.
(703) 732-9899

NationStar Mortgage, Inc.

April 03, 2005

Mr. Shafiq Ahmad
830 S. Greenbrier Street # 3
Arlington, VA 22204

Dear Sir/Madam:

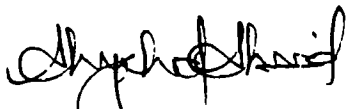
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We are here to help you make your real estate transaction as smooth as possible. If you are not ready at the moment, please feel free to forward this information to your friends or family members who might be interested to buy a real estate.

Thanks for your time and looking forward to hear from you at your earliest convenience.

Sincerely,



Mujahid Ahmad
President
NationStar Mortgage, Inc.
(703) 732-9899

NationStar Mortgage, Inc.

October 14, 2005

Mr. Abid Hussain
6143 Leesburg Pike, # 308
Falls Church, VA 22041

Dear Sir/Madam:

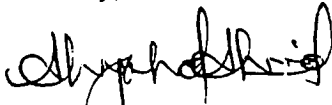
NationStar Mortgage, Inc. assists its customers in the purchase of Residential, Commercial and Land properties. If you are interested in buying a new property or want to refinance your current property, please feel free to contact us by email or call us at (703) 732-9899 to assist you in either transaction.

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Thanks for your time and looking forward to hear from you at your earliest convenience.

Sincerely,



Mujahid Ahmad
President
NationStar Mortgage, Inc.
(703) 732-9899

NationStar Mortgage, Inc.

April 16, 2005

Mr. Abdul Haq
1205 South Thomas Street, # 3
Arlington, VA 22204

Dear Sir/Madam:

NationStar Mortgage, Inc. assists its customers in the purchase of Residential, Commercial and Land properties. If you are interested in buying a new property or want to refinance your current property, please feel free to contact us by email or call us at (703) 732-9899 to assist you in either transaction.

We can help you with multiple loan options available to you in today's market, such as home equity line of credit, interest only loan, no down payment with 80/20 program, full documentation, limited or no documentation loan and stated income loans.

We are here to help you make your real estate transaction as smooth as possible. If you are not ready at the moment, please feel free to forward this information to your friends or family members who might be interested to buy a real estate.

Thanks for your time and looking forward to hear from you at your earliest convenience.

Sincerely,



Mujahid Ahmad
President
NationStar Mortgage, Inc.
(703) 732-9899

2001 North Daniel Street, 102, Arlington, VA 22201
Phone: (703) 732-9899 Fax: (703) 525-8770 E-Mail: Mak35@mriss.com

APP0012

Step 2 (Adjust for any shared sales, if Any):

Enter the percent of volume you are to receive credit for in the box provided, then press the Generate Report button to continue.

If you received 33 1/3% of a \$100,000 sale then enter 33.3 in the box for that listing. (Percentage will be calculated on the next page, do NOT enter the number as a percent (i.e. .0333))

If a listing is not to be counted enter "0".

Report Type: **(Both Listing and Selling Sides)**

For: **Mujahid Ahmad (106327)**

Listings Found: **9**. For the Period **01/01/2005 TO 12/31/2005**

List Num	Address	City, State	LA Name	Alt LA Name	Selling Agent Name	Sold Date	Sale Price	Your % of any Shared Sale (i.e. 33.3% enter 33.3)
FX4963336	6401 PIONEER DRIVE	SPRINGFIELD, VA	Diana Nguyen		Mujahid Ahmad	02/10/2005	\$438,000	100 %
FX5159025	7724 CAMP ALGER AVENUE	FALLS CHURCH, VA	Juan Estrada		Mujahid Ahmad	03/24/2005	\$405,000	100 %
PW5154928	9888 EARLS FERRY CIRCLE	BRISTOW, VA	Nasir Bajwa		Mujahid Ahmad	04/07/2005	\$390,000	100 %
PW5180801	2704 HARWICH COURT	WOODBIDGE, VA	Gloria Price		Mujahid Ahmad	04/12/2005	\$375,000	100 %
FX5272971	6529 ELDER AVENUE	SPRINGFIELD, VA	Cindy Schneider	Tom Pletsch	Mujahid Ahmad	07/25/2005	\$602,000	100 %
FX5308999	6518 SHARPS DRIVE	CENTREVILLE, VA	Tom Krupinski		Mujahid Ahmad	08/09/2005	\$410,000	100 %
FX5292586	7220 ROOSEVELT AVENUE	FALLS CHURCH, VA	Mujahid Ahmad		Anita G. Vera	08/15/2005	\$535,000	100 %
FX5322672	2937 LAWRENCE DRIVE	FALLS CHURCH, VA	German Pomajambo		Mujahid Ahmad	09/27/2005	\$600,000	100 %
FX5337811	7417 HOUNDSBURY COURT	ALEXANDRIA, VA	Robert Robarge	Peggy Parker	Mujahid Ahmad	11/16/2005	\$409,900	100 %

9 Total Residential Sales: \$4,164,900

9 Total Sales: \$4,164,900

Click the Button to Create the Final Report and Calculate Shared Sales (IF ANY)

[Create Final Report](#)



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APP0013

Step 2 (Adjust for any shared sales, if Any):

Enter the percent of volume you are to receive credit for in the box provided, then press the Generate Report button to continue.

If you received 33 1/3% of a \$100,000 sale then enter 33.3 in the box for that listing. (Percentage will be calculated on the next page, do NOT enter the number as a percent (i.e. .0333))

If a listing is not to be counted enter "0".

Report Type: **(Both Listing and Selling Sides)**

For: **Mujahid Ahmad (106327)**

Listings Found: **2**. For the Period **01/01/2006 TO 12/31/2006**

							Your % of any
List Num	Address	City, State	Alt LA Selling LA Name Name Agent Name	Sold Date	Sale Price	Shared Sale (i.e. 33.3% enter 33.3)	
FX6041298	1400 SADLERS WELLS DRIVE	HERNDON, VA	C. Carol Frey	Mujahid Ahmad	08/16/2006	\$392,000	100 %
FX6136198	7402 ELLWOOD PLACE	SPRINGFIELD, VA	Joseph Potts	Mujahid Ahmad	09/15/2006	\$480,000	100 %

2 Total Residential Sales: \$872,000

2 Total Sales: \$872,000

Click the Button to Create the Final Report and Calculate Shared Sales (IF ANY)

Create Final Report



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APP0014

Documents Responsive to Request Nos. 4, 26, 28, 33, 38

Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/06)

FINAL

Buyer's Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number 04-115	7. Loan Number N/A	8. Mortgage Insurance Case Number N/A
<p>NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside the closing, they are shown here for information purposes and are not included in the total. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.</p>			<p>TitleExpress Settlement System Printed 02/10/2005 at 18:28 PAM</p>
<p>D. NAME OF BORROWER: FARZANA SHAHEEN</p>			
<p>ADDRESS:</p>			
<p>E. NAME OF SELLER: [REDACTED]</p>			
<p>ADDRESS: [REDACTED]</p>			
<p>F. NAME OF LENDER: AMERICAN HOME MORTGAGE ACCEPTANCE, INC.</p>			
<p>ADDRESS: 520 BROADHOLLOW ROAD, MELVILLE, NY 11747</p>			
<p>G. PROPERTY ADDRESS: 6401 PIONEER DRIVE, Springfield, VA 22150</p>			
<p>LOT2, BLK1, SEC1, SPRINGFIELD ESTATES,FXCO</p>			
<p>H. SETTLEMENT AGENT: Express Settlement Services, Inc.</p>			
<p>PLACE OF SETTLEMENT: 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043</p>			
<p>I. SETTLEMENT DATE: 02/10/2005</p>			
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	438,000.00	401. Contract sales price	438,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER:	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit for earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205. 2ND/3RD/4TH CREDIT		BANK OF AMERICA	
AMERICAN HOME MORTGAGE ACCEPTA		505.	
206.		506. RELEASE MGT. FEE FOR 1 PAYOFF	
207.		Express Settlement Services, I	
208.		507. RELEASE TRACKING FEE/REQUIRE	
209.		REQUIRE	
210.		508.	
211.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
212. City/town taxes		510. City/town taxes	
213. County taxes	01/01/05 to 02/10/05	511. County taxes	01/01/05 to 02/10/05
214. Assessments		512. Assessments	
215.		513.	
216.		514.	
217.		515. ADMIN FEE/SOVEREIGN REALTY CO.	
218.		516.	
219. WALKTHROUGH CREDIT		517. WALKTHROUGH CREDIT	
220.		518.	
221.		519.	
230. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. GROSS FROM BORROWER		603. CASH TO SELLER	

APP0015

Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2006)

FINAL

1. Type of Loan

1 <input checked="" type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input checked="" type="checkbox"/> Conv. Units.	6. File Number 04-118	7. Loan Number [REDACTED]	8. Mortgage Insurance Case Number N/A
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This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown here. Items marked "P.O.C." were paid outside the closing; they are shown here for informational purposes and are not included in the total. **WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S.C. Code Section 1591 and Section 1010.

TitleExpress Settlement System
Printed 03/24/2005 at 17:51 PM

9. ME OF BORROWER: ABID HUSSAIN	
10. ADDRESS:	
11. NAME OF SELLER: [REDACTED]	
12. ADDRESS:	
13. NAME OF LENDER: WORLD SAVINGS	
14. ADDRESS: 4101 WISEMAN BOULEVARD, BUILD. ATTN: IMAGING DEPARTMENT, SAN ANTONIO, TX 7825	
15. PROPERTY ADDRESS: 7724 CAMP ALGER AVENUE, Falls Church, VA 22042 LOT 34, FAIRVIEW PARK, FFX, CO.	
16. SETTLEMENT AGENT: Express Settlement Services, Inc.	
17. PLACE OF SETTLEMENT: 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043	
18. SETTLEMENT DATE: 03/24/2005	

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	405,000.00	401. Contract sales price	405,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403.	
104. 2ND QTR. HOADUES/FAIRVIEW PARK		404.	
105. HOA TRANSFER FEE/KOGER MGT		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments 03/24/05 to 03/31/05		408. Assessments 03/24/05 to 03/31/05	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER:	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 0025150848	
205.		WORLD SAVINGS	
206.		505.	
207.		506. RELEASE MGT. FEE FOR 1 PAYOFF	
208.		Express Settlement Services, I	
209.		507. RELEASE TRACKING FEE/REQUIRE	
210.		REQUIRE	
211.		508. PROCESSING FEE/JOBIN REALTY	
212.		JOBIN REALTY, INC.	
213.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 01/01/05 to 03/24/05		511. County taxes 01/01/05 to 03/24/05	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215. RENT BACK 3/25-4/17 @73.13/DAY		515. RENT BACK 3/25-4/17 @73.13/DAY	1,000.00
216.		516. RENT BACK ESCROW	0.00
217.		517. WALKTHROUGH ESCROW FOR WASHER	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0255 (expires 8/30/2006)

FINAL

1. Lender AMERICA'S WHOLESALE LENDER	2. File Number 04-120	3. Loan Number NA	4. Mortgage Insurance Case Number NA
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5. Borrower
HIINA SHARIEFF and IKRAM M. SHARIEFF

6. Title/Express Settlement System
Printed 04/07/2005 at 12:15 PM

7. Lender's Address AMERICA'S WHOLESALE LENDER 6430 SOUTHPOINT PARKWAY, SUITE 300, JACKSONVILLE, FL 32216
8. Borrower's Address 9888 EARLS FERRY CIRCLE, Bristow, VA 20136 LOT 13, PH 4, SEC 31, BRAEMAR, P.W. CO.
9. Lender's Agent Express Settlement Services, Inc.
10. Lender's Agent Address 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043
11. Settlement Date 04/07/2005

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
12. GROSS AMOUNT DUE FROM BORROWER	390,000.00	400. GROSS AMOUNT DUE TO SELLER	390,000.00
13. Adjustments for items paid by seller in advance		401. Contract/Option Fee	
14. Net Amount Due From Borrower		402. Personal Property	
15. Gross Amount Due From Borrower (line 14) + (line 13)		403. Other	
16. Net Amount Due From Borrower (line 15) - (line 12)		404. Other	
17. Adjustments for items paid by seller in advance		405. Other	
18. Net Amount Due From Borrower (line 17) - (line 16)		406. Other	
19. Gross Amount Due From Borrower		407. City/Town Taxes	
20. Adjustments for items paid by seller in advance		408. County Taxes	
21. Net Amount Due From Borrower (line 20) - (line 19)		409. Assessments	04/07/05 to 04/30/05
22. Gross Amount Due From Borrower		410. BUYER CREDIT FROM 33147	
23. Adjustments for items paid by seller in advance		411. Other	
24. Net Amount Due From Borrower (line 23) - (line 22)		412. Other	
25. Gross Amount Due From Borrower		470. GROSS AMOUNT DUE TO SELLER	
26. Adjustments for items paid by seller in advance		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
27. Net Amount Due From Borrower (line 26) - (line 25)		501. Excess Debit List Instructions	
28. Gross Amount Due From Borrower		502. Settlement charges to seller (line 1400)	
29. Adjustments for items paid by seller in advance		503. Existing loan(s) loan servicer	
30. Net Amount Due From Borrower (line 29) - (line 28)		504. Payoff 0951499785	
31. Gross Amount Due From Borrower		FIRST HORIZON HOME LOANS	
32. Adjustments for items paid by seller in advance		505. Payoff 1200160054	
33. Net Amount Due From Borrower (line 32) - (line 31)		SPECIALIZED LOAN SERVICING, LL	
34. Gross Amount Due From Borrower		506. RELEASE MFO OPERATIONS: PAYOFF	
35. Adjustments for items paid by seller in advance		Express Settlement Services, I	
36. Net Amount Due From Borrower (line 35) - (line 34)		507. RELEASE TRACKSSE: RCM REQUIRE	
37. Gross Amount Due From Borrower		REQUIRE	
38. Adjustments for items paid by seller in advance		508. Other	
39. Net Amount Due From Borrower (line 38) - (line 37)		509. Other	
40. Gross Amount Due From Borrower		510. City/Town Taxes	
41. Adjustments for items paid by seller in advance		511. County Taxes	01/01/05 to 04/07/05
42. Net Amount Due From Borrower (line 41) - (line 40)		512. Assessments	
43. Gross Amount Due From Borrower		513. 2ND 1/2 2004 SUPPLEMENTAL TAX	
44. Adjustments for items paid by seller in advance		514. APRIL 1004 DUES CMC	
45. Net Amount Due From Borrower (line 44) - (line 43)		515. Other	
46. Gross Amount Due From Borrower		516. Other	
47. Adjustments for items paid by seller in advance		517. PROCEEDS OF SALE PAID TO	
48. Net Amount Due From Borrower (line 47) - (line 46)		518. REALTY EXCHANGE CORPORATION	
49. Gross Amount Due From Borrower		519. Other	
50. Adjustments for items paid by seller in advance		520. TOTAL REDUCTION AMOUNT DUE SELLER	
51. Net Amount Due From Borrower (line 50) - (line 49)		600. CASH AT SETTLEMENT TO OR FROM SELLER	
52. Gross Amount Due From Borrower		601. Gross amount due to seller (line 420)	
53. Adjustments for items paid by seller in advance		602. Less reduction amount due seller (line 520)	
54. Net Amount Due From Borrower (line 53) - (line 52)		603. CASH TO SELLER	

Settlement Statement

U.S. Department of Housing and Urban Development

OMR Approval No. 2502-0265 (expires 9/30/2006)

FINAL

1. Date of Loan: 04/11/05	2. Lender: <input type="checkbox"/> FmHA <input checked="" type="checkbox"/> Conv. Units	3. File Number: 04-121	4. Loan Number: 7	5. Mortgage Insurance Case Number: N/A
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6. Borrower: SULTAN SHAKEEL AHMAD
 7. Seller: NEW CENTURY MORTGAGE CORPORATION
 8. TitleExpress Settlement System
 Printed 04/11/2005 at 15:55 PM

9. Borrower Address: SULTAN SHAKEEL AHMAD	10. Seller Address: NEW CENTURY MORTGAGE CORPORATION 11730 PLAZA AMERICA DRIVE SUITE 650 RESTON, VA 20190
11. Borrower Address: 2704 HARWICH COURT, Woodbridge, VA 22192 LOT 141 PT. 1 SEC 4 LAKE RIDGE, P.W. CO.	12. Seller Address: Express Settlement Services, Inc. 7777 Leesburg Pike, Suite 403N Falls Church, VA 22043
13. Settlement Agent: Express Settlement Services, Inc.	14. Date of Settlement: 04/11/2005

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
101. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
102. Gross sales price	375,000.00	401. Contract sales price	375,000.00
103. Seller's share of property taxes		402. Personal Property	
104. Seller's share of interest (line 1400)		403. Seller's share of interest	
105. Seller's share of taxes		404. Seller's share of taxes	
106. Seller's share of fees		405. Seller's share of fees	
107. Adjustments for items paid by seller in advance		406. City/town taxes	
108. City/town taxes		407. County taxes	
109. County taxes		408. Assessments	
110. Assessments		409. Seller's share of interest	
111. Seller's share of interest		410. Seller's share of taxes	
112. Seller's share of fees		411. Seller's share of fees	
113. GROSS AMOUNT DUE FROM BORROWER		412. Seller's share of fees	
114. GROSS AMOUNT DUE TO SELLER		420. GROSS AMOUNT DUE TO SELLER	
115. REDUCTIONS IN AMOUNT DUE TO SELLER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
116. Excess deposit (see instructions)		501. Excess deposit (see instructions)	
117. Settlement charges to seller (line 1400)		502. Settlement charges to seller (line 1400)	
118. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
119. Payoff 1035589717		504. Payoff 1035589717	
120. CHASE HOME FINANCE, LLC		505. CHASE HOME FINANCE, LLC	
121. RELEASE/NOT OPERATIONS/PAYOFF		506. RELEASE/NOT OPERATIONS/PAYOFF	
122. Express Settlement Services, Inc.		507. Express Settlement Services, Inc.	
123. RELEASE TRACK/SEARCH/REQUIRE		508. RELEASE TRACK/SEARCH/REQUIRE	
124. RELEASE TRACK/SEARCH/REQUIRE		509. RELEASE TRACK/SEARCH/REQUIRE	
125. Adjustments for items unpaid by seller		510. City/town taxes	
126. City/town taxes	01/01/05 to 04/11/05	511. County taxes	01/01/05 to 04/11/05
127. County taxes		512. Assessments	
128. Assessments		513. Seller's share of interest	
129. Seller's share of interest		514. HOME WARRANTY	
130. HOME WARRANTY		515. PROCEEDS WIRE FEE	
131. PROCEEDS WIRE FEE		516. Proceeds wire fee	
132. Proceeds wire fee		517. Proceeds wire fee	
133. Proceeds wire fee		518. Proceeds wire fee	
134. Proceeds wire fee		519. Proceeds wire fee	
135. TOTAL REDUCTION AMOUNT DUE SELLER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
136. CASH AT SETTLEMENT TO OR FROM SELLER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
137. Gross amount due to seller (line 420)		601. Gross amount due to seller (line 420)	
138. Less reduction amount due seller (line 520)		602. Less reduction amount due seller (line 520)	
139. CASH TO SELLER		603. CASH TO SELLER	

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT		B. TYPE OF LOAN:				
SETTLEMENT STATEMENT		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> CCNV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.				
		6. FILE NUMBER: CERDAN360		7. LOAN NUMBER: [REDACTED]		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[PDC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 2.0 (CERDAN360 PDC VERSION 1.0)						
D. NAME AND ADDRESS OF BORROWER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
Dushra Danish 1444 Cottonwood Ct. Woodbridge, VA 22191				America's Wholesale Lender 12150 Monument Dr., Suite 225 Fairfax, VA 22033		
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:			I. SETTLEMENT DATE:	
1444 Cottonwood Ct. Woodbridge, VA 22191 VA Courtien County, Virginia		56-2362227 First Trust Settlement & Escrow, Inc. PLACE OF SETTLEMENT 33946 Mary Byrd Highway Bluemont, VA 20135			July 12, 2005 Disburse: 07/18/05	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price				401. Contract Sales Price		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)				403.		
104. Payoff 1st Mortgage to Countrywide Home loans				404.		
105. Payoff 2nd Mortgage to Countrywide Home loans				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance:		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER: 223,219.34				420. GROSS AMOUNT DUE TO SELLER		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to Broker's Credit				503. Existing loan(s) taken subject to		
				504. Payoff of first Mortgage		
				505. Payoff of second Mortgage		
206.				506.		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)				601. Gross Amount Due To Seller (Line 420)		
302. Less Amount Paid By/For Borrower (Line 220)				602. Less Reductions Due Seller (Line 520)		
303. CASH (FROM) (TO) BORROWER				603. CASH (TO) (FROM) SELLER		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Dushra Danish

Seller

Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2005)

1. Loan

2. ☐ FmtHA 3. ☒ Conv. Units

6. File Number

7. Loan Number

8. Mortgage Insurance Case Number

9. ☐ Conv. Units

05-134

N/A

This form is to be filled out by the seller and the buyer. It is a statement of account and should be filled out by the seller and the buyer. It is a statement of account and should be filled out by the seller and the buyer. It is a statement of account and should be filled out by the seller and the buyer.

TitleExpress Settlement System
Printed 07/28/2005 at 12:58 PM

NAME OF BORROWER: JAHANZEB KHAN and J SHABANA KHAN
ADDRESS: 6000 JAPONICA STREET, SPRINGFIELD, VA 22150
NAME OF SELLER:
ADDRESS:
NAME OF LENDER: LONG BEACH MORTGAGE
ADDRESS: 75 NORTH FAIRWAY DRIVE, BUILDING A, 3RD FLOOR, VERNON HILLS, IL 60061
PROPERTY ADDRESS: 6529 ELDER AVENUE, Springfield, VA 22150
LOT 6, RESUB OF LOT 1, TALBERT, FFX CO., FAIRFAX COUNTY
SETTLEMENT AGENT: Express Settlement Services, Inc.
ADDRESS OF SETTLEMENT: 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043
SETTLEMENT DATE: 07/25/2005

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Sales price	602,000.00	401. Contract sales price	602,000.00
102. Personal Property		402. Personal Property	
103. Seller's charges to borrower (line 1400)		403.	
104. CLOSING FEE/FARE		404.	
105. Adjustments for items paid by seller in advance		405.	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
130. REDUCTIONS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
131. Excess deposit or earnest money		501. Excess deposit (see instructions)	
132. Total amount of new loans		502. Settlement charges to seller (line 1400)	
133. Seller's charges taken subject to		503. Existing loans taken subject to	
134.		504. Payoff 20010508339	
135.		CITIMORTGAGE, INC.	
136. TRUST CREDIT		505. Payoff 3507322725	
137. LONG BEACH MORTGAGE		CITIMORTGAGE, INC.	
138.		506.	
139.		Express Settlement Services, Inc.	
140.		507. RELEASE TRACK/SEARCH/REQUIRE	
141.		REQUIRE	
142.		508.	
143.		509.	
144.		510.	
145. Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
146. City/town taxes		510. City/town taxes	
147. County taxes	07/01/05 to 07/25/05	511. County taxes	07/01/05 to 07/25/05
148. Assessments		512. Assessments	
149.		513.	
150.		514.	
151.		515. ADMIN FEE/ASF	
152.		516.	
153.		517. 1ST 1/2 R.E. TAXES ARE PAID	
154.		518.	
155.		519.	
160. TOTAL PAID BY OR FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
170. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT FROM OR FROM SELLER	
171. Cash from borrower due from borrower (line 120)		601. Gross amount due to seller (line 420)	
172. Cash from borrower paid by borrower (line 220)		602. Less reduction amount due seller (line 520)	
180. CASH FROM BORROWER		603. CASH TO SELLER	

SELLER'S STATEMENT. The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, you must attach this statement to your return. If you are not required to file a return, you must attach this statement to your return. If you are not required to file a return, you must attach this statement to your return.

SELLER'S SIGNATURE. I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief. I am a resident of the State of Virginia. I am a resident of the State of Virginia. I am a resident of the State of Virginia.

SELLER'S MAILING ADDRESS: (H) (A)

Settlement Statement

U.S. Department of Housing and Urban Development

QMHA Approval No. 2502-0265 Expires 9/30/2006

FINAL

1. Type of Transaction		2. File Number		3. Loan Number		4. Mortgage Insurance Case Number	
1.1. Purchase		05-141					
Note: This document is a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Amounts paid to or by the parties outside the closing, they are shown here for information purposes and are not included in the totals. The lender's closing costs are shown in the "Settlement Charges" section. The borrower's closing costs are shown in the "Borrower's Costs" section. The seller's closing costs are shown in the "Seller's Costs" section. The settlement agent's closing costs are shown in the "Settlement Agent's Costs" section. The title company's closing costs are shown in the "Title Company's Costs" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section.							
5. Name of Borrower: SHAFIQ AHMAD 6. Address: 830 S. GREENBRIER STREET, APT. 3, ARLINGTON, VA 22204 7. Name of Seller: [REDACTED] 8. Address: [REDACTED] 9. Name of Lender: WORLD SAVINGS 10. Address: 4101 WISEMAN BOULEVARD, BUILDING 1, IMAGING DEPARTMENT, SAN ANTONIO, TX 78238 11. Property Address: 6518 SHARPS DRIVE, Centerville, VA 20121 12. Lot: 450, SECTION 120-2, FAIRFAX COUNTY, VA 20121 13. Settlement Agent: Express Settlement Services, Inc., Telephone: 703-506-1000 Fax: 703-506-0962 14. Place of Settlement: 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043 15. Settlement Date: 08/09/2005							
J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
101. GROSS AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER:			
102. Contract sales price 410,000.00				401. Contract sales price 410,000.00			
103. Personal Property				402. Personal Property			
104. Settlement charges (see line 1400)				403. Settlement charges (see line 1400)			
105. Adjustments for items paid by seller in advance				404. Adjustments for items paid by seller in advance			
106. City/town taxes				405. City/town taxes			
107. County taxes				406. County taxes			
108. Assessments 08/29/05 to 09/30/05				407. Assessments 08/09/05 to 09/30/05			
109. Adjustments for items unpaid by seller				408. Adjustments for items unpaid by seller			
110. City/town taxes				409. City/town taxes			
111. County taxes 07/22/05 to 08/09/05				410. County taxes 07/01/05 to 08/09/05			
112. Assessments				411. Assessments			
113. Adjustments for items unpaid by seller				412. Adjustments for items unpaid by seller			
114. City/town taxes				413. City/town taxes			
115. County taxes				414. County taxes			
116. Assessments				415. Assessments			
117. Adjustments for items unpaid by seller				416. Adjustments for items unpaid by seller			
118. City/town taxes				417. City/town taxes			
119. County taxes				418. County taxes			
120. Assessments				419. Assessments			
121. Adjustments for items unpaid by seller				420. Adjustments for items unpaid by seller			
122. TOTAL PAID BY/ FOR BORROWER				500. REDUCTIONS IN AMOUNT DUE TO SELLER			
123. CASH AT SETTLEMENT FROM OR TO BORROWER				501. Express Deposit (see instructions)			
124. Gross amount due from borrower (line 101)				502. Settlement charges to seller (line 1400)			
125. Less: Amounts paid by borrower (line 102)				503. Escrow loan taken subject to			
126. CASH FROM BORROWER				504. Payoff 0042972803			
				FIRST HORIZON HOME LOANS			
				505. RELEASE MTG OPERATIONS/PAYOFF			
				EXPRESS SETTLEMENT SERVICES, INC.			
				506. RELEASE TRACK & SEARCH			
				REQUIRE			
				507. RENT BACK 08/09/05 THRU 08/09/05			
				508. SECURITY DEPOSIT			
				EXPRESS SETTLEMENT SERVICES, INC.			
127. TOTAL PAID BY/ FOR SELLER				509. TOTAL REDUCTION AMOUNT DUE SELLER			
128. CASH AT SETTLEMENT FROM OR TO SELLER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
129. Gross amount due from seller (line 400)				601. Gross amount due to seller (line 400)			
130. Less: Amounts paid by seller (line 401)				602. Less: Amounts paid by seller (line 401)			
131. CASH TO SELLER				603. CASH TO SELLER			

DISCLOSURE TO BORROWER: The information contained herein is a mandatory disclosure statement for the borrower. It is required to be a return of the borrower's closing costs. The borrower's closing costs are shown in the "Settlement Charges" section. The borrower's closing costs are shown in the "Borrower's Costs" section. The seller's closing costs are shown in the "Seller's Costs" section. The settlement agent's closing costs are shown in the "Settlement Agent's Costs" section. The title company's closing costs are shown in the "Title Company's Costs" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section.

The borrower's closing costs are shown in the "Settlement Charges" section. The borrower's closing costs are shown in the "Borrower's Costs" section. The seller's closing costs are shown in the "Seller's Costs" section. The settlement agent's closing costs are shown in the "Settlement Agent's Costs" section. The title company's closing costs are shown in the "Title Company's Costs" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section. The recording fee is shown in the "Recording Fee" section. The transfer tax is shown in the "Transfer Tax" section.

SELLER'S SIGNATURE: _____

TELEPHONE AND ADDRESS: _____

SELLER'S PHONE NUMBERS: _____

APP0021

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0205



B. Type of Loan

1. Lender	2. Lender's	3. Conv. Units	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1.1 FHA	2.1 ARS		05-372		
1.2 VA	2.2 Conv. Ins.				

Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.c.)" were paid out of the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
[REDACTED]	Zulfikar A. SHARIEFF Samer A. SHARIEFF 4353 Ensbrook Lane Woodbridge, VA 22193	Long Beach Mortgage 75 N Parkway Dr., Bldg A, Fl 3 Vernon Hills, IL 60061

G. Property Location	H. Settlement Agent	I. Settlement Date
7220 Roosevelt Avenue Falls Church, VA 22042 Lot 47 Sec 3 TYLER PARK Fairfax Co #050-3-09-0087	Law Offices of Brian Lee Leslie, PLLC. Place of Settlement: 7700 Little River Turnpike Suite 207 Annandale, VA 22003	08/15/05 DD: 08/15/05

J. SUMMARY OF BORROWER'S TRANSACTION:

K. SUMMARY OF SELLER'S TRANSACTION:

100. GROSS AMOUNT DUE FROM BORROWER	400. GROSS AMOUNT DUE TO SELLER
101. Contract sales price	401. Contract sales price
102. Personal property	402. Personal property
103. Settlement charges to borrower (line 1400)	403.
104.	404.
105.	405.
Adjustments for items paid by seller in advance:	Adjustments for items paid by seller in advance:
106. City/town taxes to	406. City/town taxes to
107. County taxes to	407. County taxes to
108. Assessments to	408. Assessments to
109.	409.
110.	410.
111.	411.
112.	412.
200. GROSS AMOUNT DUE FROM BORROWER	420. GROSS AMOUNT DUE TO SELLER
201. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	500. REDUCTIONS IN AMOUNT TO SELLER
201. Deposit or earnest money	501. Excess Deposit (see instructions)
202. Principal amount of new loan(s)	502. Settlement charges to seller (line 1400)
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204.	504. Payoff of first mortgage loan
205. 2nd Trust Proceeds	505. Payoff of second mortgage loan
206. Seller Contribution	506. Seller Contribution
207. Mortgage Broker Credit	507.
208. Broker Credit	508.
209. Title Company Credit	509.
Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. City/town taxes to	510. City/town taxes to
211. County taxes 07/01 to 08/15	511. County taxes 07/01 to 08/15
212. Assessments to	512. Assessments to
213.	513.
214.	514.
215.	515.
216.	516.
217.	517.
218.	518.
219.	519.
220. TOTAL PAID BY / FOR BORROWER	600. TOTAL REDUCTION AMOUNT DUE SELLER
300. CASH AT SETTLEMENT FROM OR TO BORROWER	600. CASH AT SETTLEMENT TO OR FROM SELLER
301. Gross amount due from borrower (line 120)	601. Gross amount due to seller (line 420)
302. Less amounts paid by/bor borrower (line 220)	602. Less reduction amount due to seller (line 620)
303. CASH FROM BORROWER	603. CASH TO SELLER

AF/P0022

Documents Responsive to Request Nos. 6, 14-17, 26 and 38

NationStar Mortgage, Inc.

2001 North Daniel Street # 102
Arlington, VA 22201
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Mujahid@NationStarMortgage.com

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APP0024

NationStar Mortgage, Inc.

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Mujahid@NationStarMortgage.com

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APP0025